TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, December 5, 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: 2555 361 1968** 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 25553611968#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: November 30, 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: November 30, 2023

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Employee of the Month
2. D.A.R.E Presentations
3. Certificates of Appointment – Environmental Sustainability Commission

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Approval of November 7, 2023 Closed Session and Regular Meeting Minutes

1.B. Adopt a Resolution 1) approving a Professional Services Agreement, with Larry Walker Associates, Inc., a California Corporation, for a three (3) year term, and not to exceed project budget of $225,857; 2) authorizing the Mayor to sign the agreement; and 3) authorizing the City Manager to extend the length of the contract for up to an additional five (5) years, if necessary to complete the assigned tasks.

1.C. Adopt a resolution 1) approving a General Services Agreement with Jim Brisco Enterprises, Inc., a California Corporation, for the loading, hauling, and disposal of wastewater treatment biosolids for a one-year term with a not to exceed amount of $176,700; and 2) authorizing the Mayor to sign the agreement.

1.D. City Council: (1) approve a Professional Services Agreement with Harris & Associates, Inc. for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District with a total not-to-exceed amount of $208,755 per year; and (2) authorize the City Manager to extend the agreement by mutual agreement among the parties for an additional four, one-year terms.

1.E. City Council adopt a Resolution 1) approving a Professional Services Agreement, with Larry Walker Associates, Inc., a California Corporation, for a three (3) year term, and a not to exceed project budget of $79,508; 2) authorizing the Mayor to sign the agreement; and 3) authorizing the City Manager to extend the length of the contract for up to an additional five (5) years pursuant to the terms of the agreement.

1.F. Staff recommends that the City Council adopt a resolution approving 1) the execution of a three-year agreement with Granicus, LLC for the licensing of multiple products and services with a not-to exceed amount of $97,564 annually and 2) dispensing with the procurement requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.140(b)(3).

1.G. Adopt a Resolution adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2024.

1.H. Staff recommends that the City Council approve a Resolution approving a new Lease between the City of Tracy and Riya Enterprises, LLC for Fixed Base Operation Facilities at the Tracy Municipal Airport, for a Term of Ten Years, at an Initial Monthly Base Rent of $2,843.00.

1.I. Staff recommends that the City Council adopt a Resolution authorizing: 1) Amendments to the City's Classification and Compensation Plan and Master Salary Schedule to add the classifications of Utilities Laboratory Supervisor, Utilities Maintenance Supervisor, Paralegal, and Director of Community and Economic Development; 2) Amendments to existing classifications to reflect modifications to job duties, required certifications or supervision; and 3) Reallocation of one existing Director of Development Services to one Director of Community and Economic Development.

1.J. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with Motorola Solutions, Inc. for police communications maintenance with a total not to exceed amount of $81,000 and for the term of seven (7) months (December 2023 to June 2024).

1.K. Staff recommends that the City Council adopt a Resolution approving Amendment No. 2 to the City's Urban County Community Development Block Grant and HOME Investment Partnership Cooperation Agreement with San Joaquin County, to comply with updates to federal law and regulations.

1.L. Staff recommends that the City Council adopt a Resolution approving amendments to the 1) Memorandum of Understanding between the City of Tracy and the Tracy Mid-Managers Bargaining Unit; and 2) Memorandum of Understanding between the City of Tracy and General Teamsters Local NO. 439; and 3) authorizing the City Manager to execute the amendments under her administrative authority.

1.M. Staff recommends that the City Council adopt a resolution authorizing and approving a Police Services Agreement with the Tracy Unified School District for the utilization of three (3) Tracy Police Officers to serve as School Resource Officers from August 1st, 2023 and end on June 30th.

1.N. Staff recommends that the City Council adopt a resolution: (1) accepting the construction of the Wastewater Effluent Outfall Pipeline Project, Capital Improvement Project (CIP) 74083, completed by Mozingo Construction, Inc., (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorizing the City Engineer to release the bonds and retention payment; and (4) appropriating remaining monies in CIP 74083 to the original Funds.

1.O. Staff recommends that the City Council adopt a Resolution: 1) approving Subdivision Improvement Agreements between the City and Woodside 05N, L.P., a California Limited Partnership, for the following Tracts of the Avenues Neighborhood: A) Tract 3883; B) Tract 4126; and C) Tract 4127; and 2) authorizing the City Clerk to file the three Subdivision Improvement Agreements with the Office of the San Joaquin County Recorder.

1.P. Staff recommends that City Council adopt a resolution approving an Offsite Improvement Agreement between the City and Lennar Homes of California, LLC for public roadway improvements for Tracy Hills Drive 1B-2, required as part of the Conditions of Approval, for the Final Map previously approved for Tract 4114 of Tracy Hills Phase 1B.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. Staff recommends that the City Council conduct a public hearing and upon conclusion adopt an Ordinance 1) determining that the Project is categorically exempt from the California Environment Quality Act, pursuant to CEQA Guidelines Section 15061(B)(3), and 2) approving amendments to Sections 10.08.3196(b) and (d) of the Tracy Municipal Code to expand the definition of Youth Center and to establish buffers between Cannabis Uses and Sensitive Uses.

3.B. The staff proposes, and the Parks and Community Services Commission recommends, that the City Council introduce an Ordinance amending Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include “Sensitive Areas” that consist of designated parks and a 1000-foot buffer around such parks.

3.C. Staff recommends that the City Council discuss and approve, by motion, a proposed funding plan for the Multi-Generational Recreation Center project (CIP 78178), which the plan includes future appropriations from Impact Fees and Transit funds and an authorization to proceed with lease revenue bond financing against Measure V funds in the amount of $54,000,000.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

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

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

1. Mayor Young called the meeting to order at 5:00 p.m.

2. There were no actions taken pursuant to AB 2449.

3. Roll Call found Council Member Evans, Mayor Pro Tem Davis and Mayor Young present. Council Members Arriola and Bedolla absent from roll call.

4. Items from the audience – There was no public comment.

   Council Member Arriola arrived at 5:02 p.m.

5. Request to Conduct Closed Session

   5.A Personnel Matter (Gov. Code § 54957(b)(1))

   Public Employee Evaluation of Performance

   Position Title: City Attorney

   5.B Personnel Matter (Gov. Code § 54957(b)(1))

   Public Employee Evaluation of Performance

   Position Title: City Manager

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to recess to closed session. Roll call found Council Members Arriola, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Time: 5:04 p.m. Council Member Bedolla absent from roll call.

Council Member Bedolla arrived at 5:04 p.m.

6. Mayor Young reconvened the meeting to open session at 6:55 p.m.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to continue the closed session until after the regular meeting.

7. Report of Final Action, if Any - None

8. Council Items and Comments – None

9. Adjournment – Time: 6:56 p.m.

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

The above agenda was posted at the Tracy City Hall on November 3, 2023. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

November 7, 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 7:14 p.m.

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.

Mayor Young led the Pledge of Allegiance.

Pastor Kal Waetzig, Saint Paul's Lutheran Church offered the invocation.

Midori Lichtwardt, Interim City Manager presented Employee of the Month Award for November to Colleen Minnis, Development Services Department.

Mayor Young presented a Proclamation for Sikh American Awareness and Appreciation Month to Jass Sangha.

Mayor Young presented a Proclamation for Diwali – Festival of Lights to Ragesh TV, Bryan Marotta, Senthil Velu, Shreejith Gopalakrishnan, Vaishali Samant, Nidhin Varghese, and Jitendra.

Mayor Young acknowledged Veterans Day – November 11, 2023.

1. CONSENT CALENDAR – Following the removal of Consent Item 1.F by Robert Tanner 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. Approval of October 17, 2023 Closed Session and Regular Meeting Minutes and October 24, 2023 Special Meeting Minutes. – **Minutes were adopted.**

   1.B. Staff recommends that the City Council adopt a Resolution authorizing the: (1) acceptance of the Edward Byrne Memorial Justice Assistance Grant of $14,839, (2) appropriation of the full grant funds to the Police Department operational budget for Fiscal Year 2023/24, and (3) execution by the Mayor of the grant acceptance and requisite certifications and assurances. - **Resolution 2023-218** accepted the Edward Bryne Memorial Justice Assistance Grant and appropriated funds.

   1.C. Staff recommends that the City Council adopt the resolution approving a Professional Services Agreement with CHS Consulting, Inc. in a not-to-exceed amount of $140,243 to complete a Short Range Transit Plan for the Tracer Public Transit System.– **Resolution 2023-219** approved a Professional Services Agreement with CHS Consulting, Inc.

1.D. The Tracy Homelessness Advisory Committee recommend that City Council adopt a Resolution: 1) Authorizing the acceptance of a grant award from Health Plan of San Joaquin in the amount of $595,000 to partially fund the continued operation of the Tracy Interim Shelter Site; and 2) Appropriating the total grant funds to the Mobility and Housing Department, Homeless Services Division budget. – **Resolution 2023-220** authorized the acceptance of the grant award from Health Plan of San Joaquin, and appropriated the total grant funds.

1.E. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) approving Amendment No. 1 to the General Services Agreement (Agreement) with United Fence Services, Inc., to extend the term of the Agreement through December 31, 2024 for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF). - **Resolution 2023-221** approved Amendment No. 1 to the General Services Agreement with United Fence Services, Inc.

1.G. Staff recommends that the City Council, by motion, appoint two students to serve on the Environmental Sustainability Commission. – **Anthony Wahhab and Leah Shoaito were appointed to the Commission.**

1.H. Staff recommends that the City Council adopt a Resolution (1) awarding a construction contract to Dirt Dynasty, Inc., of Farmington, California, in the amount of $2,765,226 for the Traffic Signal Installation and Roadway Widening at Corral Hollow Road and Valpico Road Intersection Project, CIP 72095, (2) approving contingency amount of $276,523 and an overall project not-to-exceed budget of $3,629,321, and (3) the Tracy Finance Committee recommends that the City Council authorize the appropriation of $2,615,202 from Master Plan Traffic Impact Fees, and $404,482 from Ellis Traffic Fees, to CIP 72095. – **Resolution 2023-222** awarded a construction contract to Dirt Dynasty, Inc., approved the contingency amount, and authorized the appropriation.

1.I. Staff recommends that the City Council adopt a resolution: (1) accepting a second award distribution from the State of California Behavioral Health Services Justice Grant in partnership with the San Joaquin County Behavioral Health Services in the amount of $93,000; (2) Appropriating the grant award of $93,000 to the Police Department's operational budget. – **Resolution 2023-223** accepted the second award distribution from the State of California Behavioral Health Services Justice Grant and appropriated the grant award to the Police Department's operational budget.

1.J. Staff recommends that the City Council adopt a resolution approving an amendment to the Lease between the City of Tracy and Giant Properties, LLC. for the Police Annex located at 1325 N. MacArthur Drive, extending the Lease for an additional 10 years with a monthly rent of $14,338.67, adjusted each year by 3%. – **Resolution 2023-224** approved an amendment to the Lease between the City and Giant Properties, LLC. For the Police Annex.

1.K. Staff recommends that the City Council adopt a Resolution authorizing an increase in the Not-to-Exceed Amount for Labor Relations Negotiations and Consulting Services with Liebert Cassidy Whitmore, by $125,000 for a total Not-to-Exceed Amount of $225,000. – **Resolution 2023-225** authorized an increase

in the not-to-exceed amount for labor relations negotiations and consulting services with Liebert Cassidy Whitmore.

1.F. The Tracy Finance Committee recommends that the City Council adopt a resolution amending the City's Operating and Capital Budget for the Fiscal Year ending June 30, 2024, and authorize the Budget Officer to amend the City's position control roster for FY2023-24.

Robert Tanner pulled the item and stated we are in the first quarter and already asking for major changes and requested the increases be explained.

Felicia Galindo, Budget Officer provided the staff report.

There were no Council comments.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to adopt **Resolution 2023-226** amending the City's Operating and Capital Budget for Fiscal Year ending June 30, 2024, and authorizing the Budget Officer to amend the City's Position Control Roster for FY2023-24. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Robert Tanner stated four cannabis stores have been approved downtown. Originally Council had a plan of four, which was increased to 11 and suggested looking at what the Planning Commission has submitted regarding a plan of how to rule the cannabis stores in the future and get it moved along.

Temo Agular, Field Representative for Norcal Carpenters Union requested the City adopt labor standards and prequalification language for future projects. Spoke about labor standards, shared information regarding their apprenticeship program, the need for contractors to provide health care, and the focus of promotion of local workers.

Pastor Lewis Smith, Prayer Temple Christian Center spoke about their building project on Larch Road, have City water but in San Joaquin County and requested help getting water to the property.

Nord Sandstrom, Director of Construction for DaVita Inc. asked for Council's help to get an Offsite Improvement Agreement with the City for their project at 200 Orchard Parkway. Started conversation in February, went to City Attorney's Office in July, and is accruing costs.

Terry Brown shared his concerns regarding the wastewater sewer rate increase and objected to the increase to single family residential and suggested Council have further discussion on this.

Alice English shared concerns regarding the Mayor violating freedom of speech. Ms. English referred to Mr. Tanner's comments and stated it was Mayor Pro Tem that wanted to bring back a moratorium so the City could come up with some zoning and a buffer on cannabis and it was rejected by former Mayor Pro Tem Vargas and Mayor Young.

Don Penning spoke about public safety and shared concerns regarding Chrisman Road, MacArthur, and Tracy Blvd being like racetracks, concerns regarding intersections and

requested taking a look at public safety. Mr. Penning spoke about a stray and feral cat problem in Tracy and asked what support can be provided to help with that issue.

Dotty Nygard welcomed the two students who were appointed to the Environmental Sustainability Commission and stated at the last commission meeting the Urban Forestry Management Plan was discussed and the commission voted to approve the plan to be sent to Council for approval. Ms. Nygard asked about the parklets, approaching three years and have not heard anything discussed.

Karen Moore stated COVID is on the rise, she had got COVID and it was very tough and recommend face masks comes back on.

3. REGULAR AGENDA

3.A Staff recommends that the City Council conduct a public hearing and, upon conclusion, adopt a Resolution: 1) adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, in accordance with the California Environmental Quality Act, for the Traffic Signal Installation and Roadway Widening at Corral Hollow Road and Linne Road Intersection Project, Capital Improvement Project 72104, and 2) authorizing the City Manager to execute and file the Notice of Determination.

Mayor Young opened the public hearing.

Anju Pillai, Senior Civil Engineer and Alex Jewell, Kimley-Horn provided the staff report and responded to questions.

Council questions followed.

Burnell Shull asked why the City is paying consultants to write the report, shared concerns regarding going from two to four back to two lanes and asked why the City is not doing eminent domain. Corral Hollow is not going to be four lanes all the way through. Still have the same problem at Valpico and Corral Hollow.

Koosun Kim, City Engineer responded to questions.

Tim Silva shared the T intersection at Corral Hollow and Linne Road is dangerous and suggested fixing that intersection when doing the widening of the Delta Mendota and California Aqueduct and have to shut down Corral Hollow for the widening. It is worse than Corral Hollow and Valpico intersection which is a four way stop.

Mike Souza stated there is a plan for expanding all of Corral Hollow Road and shared work that has already been done by Tracy Hills and work that is being done on Corral Hollow Road in partnership with the City. Tracy Hills is funding the lobbyist and engineering firm that have submitted the grant that is being reviewed by Department of Transportation for grant funding.

Leanne Stauss asked shouldn’t the roads and infrastructure have been done before houses were built.

Council comments followed.

Mayor Young closed the public hearing.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Bedolla to adopt **Resolution 2023-227** 1) Adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, in accordance with the California Environmental Quality Act, for the Traffic Signal Installation and Roadway Widening at Corral Hollow Road and Linne Road Intersection Project, Capital Improvement Project 72104, and 2) Authorizing the City Manager to execute and file the Notice of Determination**.** Roll call found all in favor; passed and so ordered.

Mayor Young called for a recess at 8:46 p.m.

Mayor Young reconvened the meeting at 9:14 p.m.

3.B The Planning Commission recommends that the City Council conduct a public hearing and, upon conclusion, introduce an Ordinance: 1) Certifying, in accordance with the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR), adopting a Mitigation Monitoring and Reporting Program (MMRP), and making findings of fact and a statement of overriding considerations, for the annexation and future development of industrial buildings on the 191.18 acre property located at the northeast corner of Grant Line and Paradise Roads (Assessor's Parcel Numbers 213-170-14, -24, -25, -26, -27, And -48), collectively the Property; 2) Amending the Northeast Industrial ("NEI") Specific Plan to add the Property to the NEI Specific Plan Area with a land use designation of Light Industrial (SPA22-0003); 3) Approving the prezoning of the Property to NEI Specific Plan Zone (AP20-0003); and 4) Approving the submittal of a petition to the San Joaquin County Local Agency Formation Commission for annexation of the Property to the City of Tracy.

Mayor Young announced there is a request to continue the item from the applicant.

Mayor Young opened the public hearing.

Margo Praus shared concerns regarding air quality, warehouse growth in the County, and the huge impact to truck traffic. Asthma, heart conditions and death rates increase and things must be done before more projects go forward. Time to be looking at zero emission trucks and solar. Need to protect the community, people are at risk.

Eric Parfrey, representing the Sierra Club referred to a letter submitted to Council today and stated if applicants wish to avoid a lawsuit filed by the Sierra Club they should be negotiating with them regarding solar and diesel to all electric fleets. Council should not approve a project without a health risk assessment prepared.

Richard English stated he opposed the project not only for environmental but for the traffic it will bring. How many warehouses are enough, not bringing quality jobs to Tracy and spoke about impacts to Banta.

Vannie Dart stated Prologis built millions of square feet of warehouses behind her house and shared the impacts of the traffic. Prologis is currently working on 3.5 million square feet of warehouse behind her house. Need a hospital and help the homeless. Local law enforcement will not be able to stop trucks, only CHP. Do not annex this land. Warehouses do not bring good jobs; it brings jobs for people that live outside of Tracy. Do not want any more warehouses.

Dan McManis, Banta resident shared his concerns regarding warehouses being built and encroaching on their neighborhood.

Steve Hilton stated he lives within 600 feet of the project and has been a Banta resident for a long time. CHP and Sheriff's Department can't keep up with the traffic. Council does not care about Banta residents. Paradise is supposed to be over and under ramp and on Grant Line there is supposed to be a road to bypass Banta. What comes first people or warehouses.

Burnell Shull stated she is against the project and shared her concerns regarding existing empty warehouses and store fronts. Don't need any more homes or warehouses. Build infrastructure we can use like a hospital. Ms. Shull shared concerns regarding potholes.

Leanne Stauss stated the developer had additional mitigation measures and wanted to table this project once again and shared definition of mitigation. It is not the right choice for Tracy.

Tim Silva stated he was against this project taking up agricultural land and shared his concerns about taking prime agricultural land for industrial.

Dotty Nygard stated the warehouse industry does bring number one revenue because we haven't diversified. Council does have an option to make better decisions and policy. Have not had best practice or standard regulation with this industry. Banta doesn't deserve this. Suggested putting a hold on this, could piggyback off an ordinance from Stockton, and come together with a solution.

Genna McIntosh stated the Banta community does not want this project, the trucks, noise and pollution. Loss of 191 acres of farm land is crazy. Soil is rich and valuable and need to preserve it.

George Condon stated they appreciated comments received and look forward to presenting this project in March. Understand the City would like a mechanism such as a Development Agreement to enforce the enhance measures they have developed for the project so are happy to continue the item to work through a Development Agreement.

Mayor Young announced public comment was received via email from George Condon, Genna McIntosh and letter from Shute Mihaly & Weinberger LLP representing the Sierra Club.

Council Member Bedolla made a motion to not approve the item as is tonight. Mayor Pro Tem Davis seconded the motion.

Council comments followed.

Bijal Patel, City Attorney responded to Council questions and explained the process.

Mike Souza asked if it was a denial of the project, what does it mean and do they have to reapply and go through the EIR process again. On August 15 were asked to come back with additional mitigation and have been working on that. At the last minute were informed by staff that the City would not be able to enforce the extra mitigations proposed unless with a Development Agreement. Should be given the opportunity to continue to a date certain and present to the community. Mr. Souza responded to questions from Council.

Council questions and comments continued.

Mayor Young closed the public hearing.

ACTION: Council Member Bedolla restated his motion to not approve the item as is. Mayor Pro Tem Davis seconded the motion.

Ms. Patel confirmed a yes vote means the project before Council does not move forward and is denied.

Council comments and questions continued.

Roll call vote on Council Member Bedolla's restated motion found Council Members Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Council Member Arriola and Mayor Young opposed.

3.C <u>Discuss whether to convert, voluntarily, from an at-large election method to a district-based election method, and upon the conclusion of such discussion, by motion, either (1) direct staff to return to the City Council with implementing actions for such a conversion or (2) determine to take no further actions at this time.</u>

Karin Schnaider, Assistant City Manager provided the staff report.

Council questions and comments followed.

Bijal Patel, City Attorney responded to questions.

Robert Tanner stated the City does not need districts and has always been diversified. Districts fight amongst themselves about where money is spent and does not support Mayor's term going from two years to four years. Voting at large works.

Jose Lupe Chavez stated he was not a fan of district voting, cannot identify the rationale. Districts have capacity to muddle our democracy further. Strong possibility of change could increase voter dilution for our City. Mr. Chavez asked Council to better define the rationale for districts.

Mary Mitracos stated it is an important issue and would be a significant change to how the City is structured and the government runs in over 50 years. Having less representation is not a valid argument. If we go to districts have at least one Council Member be at large and suggested having seven Council Members.

Don Penning asked about level of involvement when issues are in a different district and stated diversity comes from the voters, the system isn't broken and do not want to limit the community. Staying at large can reach all constituents.

Vannie Dart stated districting is bad for the City. Council is working for and representing all of us. Stop dividing our City further. Ms. Dart spoke about the Mayor calling the City racist and now wants to divide the City. Leave our voting system alone. If it is not broken, don't fix it.

Tim Silva stated districting is limiting his ability to vote and has never felt that he was not represented. Mr. Silva sees diversity on our Council and disagreed with limiting his choices to vote for the best candidate to sit on City Council.

Alice English stated there is no reason to go to districting. Ms. English participated in the Board of Supervisors redistricting. There are parts of Tracy that are certain race and that is gerrymandering. Don't want to spend money on something that does not need to be done. Should be focusing on having the Mayor race in the primary so down to two in the general election.

Cynthia Camacho asked if she had a business in one area and a residence in another who does she vote for. If two people run for the same district and one has a relationship with a developer, you see a lot of funding going to that person. Requested staying the way it is and liked being able to call all Council.

Rosario Arulappan stated Tracy is not ready for districting, it would lead to gerrymandering and lines would be drawn to help a party more than another. City is rural not urban and recommended Council focus on developing City roads, shelters, schools, water park as so many things are pending. Spoke about developers giving money to candidates.

Mandar stated we live in a small city and want the entire Council to represent us, should be able to vote for or against all candidates and likes the freedom to continue to exist. Would be a lot of fighting with Council regarding funding certain districts. Trust Council the way it stands today.

Council comments continued.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to take no further actions on this item at this time. Roll call found Council Members Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Council Member Arriola and Mayor Young opposed.

3.D. Approve by motion, after discussion, out-of-state travel for designated City Council Members to Atlanta, Georgia for the National League of Cities: City Summit 2023.

Karin Schnaider, Assistant City Manager provided the staff report.

Council questions and comments followed.

There was no public comment.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Evans to approve out-of-state travel for designated City Council Members to Atlanta, Georgia for the National League of Cities: City Summit 2023. Roll call found Council Members Arriola, Evans, Mayor Pro Tem Davis and Mayor Young in favor; passed and so ordered. Council Member Bedolla absent from voting on the item.

3.E. Staff recommends that the City Council adopt a Resolution: 1) rescinding Resolution 2023-217 that approved amendments to the Regular Meeting Calendar of the Tracy City Council for 2023 (Calendar); and 2) approving an amended Regular Meeting Calendar of the Tracy City Council for 2023.

Adrianne Richardson, City Clerk provided the staff report.

There was no public comment.

There were no comments from Council.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Evans to adopt **Resolution 2023-228** 1) rescinding Resolution 2023-217 that approved the amended regular meeting calendar of the Tracy City Council for 2023 (calendar); and 2) approving an amended regular meeting calendar. Roll call found all in favor; passed and so ordered.

Mayor Pro Tem Davis left the meeting at 12:10 a.m.

4. ITEMS FROM THE AUDIENCE – None

5. STAFF ITEMS – Midori Lichtwardt, Interim City Manager provided the following update:
   - City offices are closed on Friday in observance of Veterans Day, and the public is invited to participate in A Day of Remembrance at the Tracy War Memorial right here on campus on Saturday at 11:00 a.m.

6. COUNCIL ITEMS – Council Member Bedolla stated he had to excuse himself from the dais prior to the vote on item 3.D and requested to register his vote in favor of the item.

   Council Member Bedolla made a motion to move the following two items that would be scheduled for the Finance Committee to go directly to the City Council for consideration and approval at the December 5, 2023, meeting due to the time sensitivity. Council Member Arriola seconded the motion.

   1. Actions related to approving the proposed budget for the Multi-Generational Recreation Center CIP 78178 and providing direction to proceed with lease revenue bond Financing for the Multi-Generation Recreational Center Project.

2. Actions related to authorizing the acceptance of $15,000 from the Library and Literacy Foundation for San Joaquin County to establish the Poet Laureate Program and appropriation of funds to the Cultural Arts Division Budget.

Council Member Arriola stated in the past he had seconded two items for Mayor Pro Tem Davis on a policy for a vacancy tax as well as a sustainable warehouse policy and asked when the items would be coming back to Council.

Karin Schnaider, Assistant City Manager clarified the item was how to address vacancies in buildings – a vacancy policy for commercial buildings. Staff has had some initial meetings and got some direction from the City Attorney but will not be coming back until later in the springtime. The Environmental Sustainability Commission (ESC) is also interested in the warehouse item and has been gathering samples. Staff knows Fontana has one and Stockton is also working with the Attorney General and the Attorney General has reached out to us to be a partner. September 2024 is our current estimated timeline, and that timeline would depend on the feedback from the ESC on that ordinance as they want to be a working partner on that. Staff has also been in contact through our lobbyist with the EPA who have model policies that will be incorporated. That one will be an ordinance and the other one is the vacancy policy.

Council Member Arriola asked for confirmation if the warehouse policy would go through ESC first.

Ms. Schnaider responded it will have to go through Planning Commission and the ESC would like to go through some of the first drafts. Staff will work with them on feedback we receive from the Fontana and Stockton one as well as from going to the Planning Commission. Will be a little longer 6–9-month process because the ESC will be added in and the EPA and Attorney General on model ordinances. The vacant parcel one will be seeking to come back sooner.

Council Member Arriola thanked our local veterans for their service, looked forward to honoring them on Veteran's Day, wished everyone a happy Thanksgiving, and invited everyone to our Heirloom Project ribbon cutting on Thursday at 12:30 p.m. This will be the first commercial carbon capture project in the nation. Project is on Arbor Road. Will have representation from the Governor's and Biden's administration.

Mayor Young announced on Thursday at 11:00 a.m. the JROTC will be having their Veteran's Day ceremony at West High. Mayor Young wished everyone a happy Thanksgiving.

Mayor Young wanted to check on warming center plans because the cold weather is about to hit.

Brian MacDonald, Interim Assistant City Manager responded staff has got a lot of data from the last couple of years on who was using the center so will have a warming center at the normal locations during business hours – City Hall, Library, Transit Station. The need for after-hours was for those unhoused folks. This year we will have a different approach, will have more capacity at the shelter and other opportunities for regional efforts to find shelter for those who need and want shelter. If there is an emergency situation like last year's severe flooding the City would have the ability to utilize our emergency operation center and resources to set up in the community.

Mayor Young thanked staff for the Chamber mixer that the City hosted. Mayor Young stated SJCOG have begun their public outreach for input regarding the annual unmet transit needs assessments and suggested going on line to SJCOG and input will be accepted until December 31, 2023.

Mayor Young wished her son Michael a happy birthday.

7. ADJOURNMENT – Time: 12:20 a.m., Wednesday, November 8, 2023.

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

Mayor Young stated Council had continued the closed session after the regular meeting and asked how to handle that.

Council Member Arriola stated given Mayor Pro Tem Davis is not here it is not appropriate to do an evaluation.

Bijal Patel, City Attorney responded Council took a motion to continue and also a motion to adjourn the closed session. Council can take a motion to continue it to a different date, continue it to December 5 or schedule a special meeting before December 5.

Ms. Patel clarified that because a motion to adjourn the Closed Session had already been made and that meeting will return on December 5, Council did not need to make a motion.

It was Council's consensus for the Closed Session to return on December 5, 2023.

The above agenda was posted at the Tracy City Hall on November 2, 2023. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

December 5, 2023

Agenda Item 1.B

RECOMMENDATION

Utilities staff recommends that City Council adopt a Resolution 1) approving a Professional Services Agreement, with Larry Walker Associates, Inc., a California Corporation, for a three (3) year term, and not to exceed project budget of $225,857; 2) authorizing the Mayor to sign the agreement; and 3) authorizing the City Manager to extend the length of the contract for up to an additional five (5) years, if necessary to complete the assigned tasks.

EXECUTIVE SUMMARY

This agenda item, with City Council consent, will approve a Professional Services Agreement (PSA) with the consultant, Larry Walker Associates, Inc. (Consultant), for technical and professional services related to reports and studies required under the National Pollution Discharge Elimination System (NPDES) permit for the City of Tracy Wastewater Treatment Plant; and Waste Discharge Requirements (WDR) permit jointly held by the City of Tracy Wastewater Treatment Plant and Leprino Foods. The agreement is for an initial three (3) year term and gives the City Manager the right to administratively extend the agreement for up to an additional five (5) years, as needed to complete the assigned tasks. The project costs include $225,857 for work associated with Exhibit A of the attached PSA. The funding for the agreement will be through the annual operations and maintenance budgets of the Wastewater (Fund 521) for the not to exceed project total of $225,857.

BACKGROUND AND LEGISLATIVE HISTORY

As an integral part of wastewater treatment plant operations, the City of Tracy Utilities Division is required under its NPDES and WDR permits to submit compliance reports and studies related to water quality and discharges resulting from the wastewater treatment process. These reports and studies require technical knowledge and skills outside the scope of City staff to meet the criteria required for submittal and in person meetings to present findings and modeling.

On June 28, 2023, staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a onetime Request for Proposal (RFP) to solicit experienced and qualified consultants to provide Professional Services Related to NPDES and WDR Permits Reporting Compliance for City of Tracy Wastewater Treatment Plant. On July 26, 2023, the City received two (2) proposals, one from Jacobs Engineering Group, Inc. and one from Larry Walker Associates, Inc. which were both reviewed and found to be qualified based upon their experience, education, certification, and personnel. Of the two proposals submitted and after careful review, City staff determined that Larry Walker Associates, Inc. was the proposer that demonstrated the cost effectiveness, the competence, and professional qualifications necessary for the satisfactory performance of the required services.

ANALYSIS

The City of Tracy finds it necessary to use consultants with expertise and technical skills in various areas which are competent in completing the reports required under the NPDES and the WDR permits. Both the proposers met this criterion and had the necessary experience needed

to satisfactorily complete the tasks given. Both proposers are known to the City; and both have performed other tasks for the City. The consultant selected had the lower rates of charge and lower estimates for various tasks as shown below:

Proposer	Proposal Amount
Larry Walker Associates, Inc.	$225,857
Jacobs Engineering Group, Inc.	$495,901

CEQA DETERMINATION

The approval of the proposers in this request and the execution of the PSA will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

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.

FISCAL IMPACT

Funding is available in the adopted annual Operations and Maintenance budget in the Wastewater Fund (521) for the contracted services with Larry Walker Associates, Inc. in a not to exceed amount of $225,857 subject to City Council budget appropriations each year.

ACTION REQUESTED OF THE CITY COUNCIL

Utilities staff recommends that City Council adopt a Resolution 1) approving a Professional Services Agreement, with Larry Walker Associates, Inc., a California Corporation, for a three (3) year term, and not to exceed project budget of $225,857; 2) authorizing the Mayor to sign the agreement; and 3) authorizing the City Manager to extend the length of the contract for up to an additional five (5) years, if necessary to complete the assigned tasks.

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 – PSA with Larry Walker Associates, Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
LARRY WALKER ASSOCIATES, INC.

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Larry Walker Associates, Inc., a California Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain a Consultant to provide services related to the National Pollutant Discharge Elimination System (NPDES) and Waste Discharge Requirements (WDR) reports and studies, and to carry out the services set forth in Exhibit A, which is attached hereto and incorporated herein by this reference (as further defined elsewhere in this Agreement, **Services**); and

B. On June 28, 2023, the City issued a Request for Proposals (RFP) for Professional Services Related to NPDES and WDR Permits Reporting Compliance for City of Tracy Wastewater Treatment Plant. On July 26, 2023, Consultant submitted its proposal for the Services to the City. Out of the two proposals submitted to and reviewed by City staff, City has determined that Consultant was the proposer that demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services and possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No.2023-_____, which was adopted by the City of Tracy's City Council on September 19, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Upon request from the City (which may be through an online work request processing and/or tracking program [currently Government Outreach]), Consultant shall timely perform the Services, including those described in Exhibit "A". The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Danielle Moss, Project Scientist. Consultant shall not replace its Authorized Representative, Consultant shall not use or replace any sub-Consultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any such sub-Consultant.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any Services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin upon the adoption of the resolution, and end after three years, unless terminated in accordance with Section 6. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. The fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

2.1A Option to Extend: This Agreement may be extended for up to an additional five years, in any combination of length, by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

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 $250,000 that includes $225,857 for work done according to Exhibit A, and $24,143 in contingency amount. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. 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 the Services approved by the City.

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. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including locations, zone, times, dates, and names of persons performing the services.

3.2.1 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, subConsultants, 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, subConsultants, 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 to the extent 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 the event there is a finding and/or determination that Consultant is not an independent Consultant and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subConsultants; "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.)

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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 (10) 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, preliminary drafts and 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 mediator, 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 mediator 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, upon termination of this Agreement, 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, subConsultants 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 that Consultant is providing to the City under this Agreement. 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 to Consultant so as to satisfy the City's needs.

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; 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 Tracy Blvd
Tracy, CA 95376

To Consultant:
Larry Walker Associates, Inc.
Brian Laurenson, P.E.
1480 Drew Avenue, Suite 100
Davis, CA 95618

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. 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 Consultants and subConsultants (§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 that it is in good standing. If Consultant is 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.

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

DocuSigned by:
Brian M. Laurenson
BF86A8FF6E0741B...
By: Brian M. Laurenson
Title: Executive Vice President
Date: 10/23/2023 | 11:41 AM PDT

Federal Employer Tax ID No.

DocuSigned by:
Jeffrey D. Walker
F28C785CCC374AF...
By: Jeff Walker
Title: Chief Financial Officer
Date: 10/23/2023 | 12:52 PM PDT

Exhibits:

A	Scope of Work (See Agreement sections 1 and 2.)
B	Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

Task 1. Project Coordination

- Monthly progress reports, meeting agendas prior to each meeting, and meeting summaries with action items prepared after each meeting.

Task 2. Mixing Zone/Dilution Study

- Draft and Final Mixing Zone/Dilution Study Work Plan
- Draft and Final Mixing Zone/Dilution Study Technical Report – no later than January 31, 2027

Task 3. Salinity Evaluation Progress Report

- Annual Deliverable – Draft and Final Salinity Evaluation and Minimization Plan Progress Report – March 1 (2024, 2025, 2026)

Task 4. Salinity Evaluation and Minimization Plan Effectiveness Summary

- Draft and Final Salinity Evaluation and Minimization Plan, Summary of Effectiveness – no later than January 31, 2027

Task 4a. Salinity Evaluation and Minimization Plan Updates (Optional subtask)

- Draft and Final Salinity Evaluation and Minimization Plan – no later than January 31, 2027

Task 5. Groundwater Monitoring Reports, Hydrogeology Comments and Analyses

- Annual Deliverables – Three Draft and Final Quarterly Reports – May 1 (covering January-March), August 1 (covering April – June), November 1 (covering October-December and annual reporting requirement)

Task 6. Various Local Limits Characterization for Pretreatment, as Needed

- Pretreatment Program Local Limits Evaluation – no later than January 31, 2027

Task 7. Local Limits Update Monitoring if needed (Optional task)

- Pretreatment Program Local Limits Sampling and Analysis Plan, Draft and Final Local Limits Update Report – no later than January 31, 2027

Note: For some tasks, the level of effort required is uncertain until LWA can conduct an initial review and confer with the City. Therefore, based on experience conducting this type of work, optional subtasks to Task 2 (Mixing Zone Study) and Task 4 (Salinity Evaluation and Minimization Plan Effectiveness Summary) have been included to account for potential additional effort that may be required. Similarly, Task 7 (Local Limits Update Monitoring) is an optional task dependent on the outcome of Task 6 (Local Limits Evaluation).

EXHIBIT B – Compensation

Total not to exceed amount for all tasks in Exhibit A shall be $225,857.

Table 1. Fee Schedule

Task	Task Name and Activities	LWA								Proposal Fee Components			
		Project Manager	Associate Engineer II	Associate Engineer I	Senior Scientist I	Project Engineer II	Project Engineer IA	Project Engineer IB	Contract Administrator	Total Labor Hours	Total Labor Costs	Other Direct Costs	Total Costs
	Hourly Rates	$235	$305	$289	$253	$235	$208	$169	$145				
	PHASE I												
1	**Projet Coordination**												
	Project kick-off meeting, monthly coordination meetings, and progress reports/invoices. Assumes 3 year project period.	36	8	4					16	88	$ 17,748		$ 17,748
2	**Mixing Zone/Dilution Study**												
	Coordination with Regional Water Board	8			6					12	$ 2,928		$ 2,928
	Mixing Zone/Dilution Study Workplan	8			12		20			40	$ 9,076		$ 9,076
	Mixing Zone Evaluation Report	6			24	30	20			80	$ 18,662		$ 18,662
	OPTIONAL Subtask - Bay/Delta Modeling based on Regional Water Board input	4			20	20	20			64	$ 14,860		$ 14,860
	Task 6 Subtotal	24	0	0	62	50	60	0	0	196	$ 45,556	0	$ 45,556
3	**Salinity Evaluation Progress Report**												
	Prepare 3 annual reports	12	3			8		24		45	$ 9,201		$ 9,201
4	**Salinity Evaluation and Minimizaiton Plan Effectiveness summary**												
	Prepare report prior to permit renewal	4	2			8		20		32	$ 6,340		$ 6,340
	OPTIONAL Subtask - Update Salinity Evaluation and Minimization Plan if needed	4	2			8		28		40	$ 7,692		$ 7,692
	Task 6 Subtotal	8	4	0	0	12	0	48	0	72	$ 14,032	0	$ 14,032
5	**Groundwater Monitoring Report, Hydrogeology Comments and Analyses**												
	Prepare 3 quarterly reports for 3 years (9 total reports)	54	18			54	120			246	$ 55,830		$ 55,830
	Prpare 3 annual reports including groundwater and biosolids reporting	18	6			24	72			120	$ 26,676		$ 26,676
	Task 6 Subtotal	72	24	0	0	78	192	0	0	366	$ 82,506	$ -	$ 82,506
6	**Conduct Local Limits Evaluation**												
	Draft Local Limits Evaluation Technical Memorandum includign data review an evaluation		2	16			48			66	$ 15,218		$ 15,218
	Conference Call/coordination with City Staf	2		4			2			8	$ 2,042		$ 2,042
	Final Local Limits Evaluation Technical Memorandum		2	4			8			14	$ 3,430		$ 3,430
	Task 6 Subtotal	2	4	24	0	0	58	0	0	88	$ 20,690	$ -	$ 20,690
7	**Conduct Local Limits Update Monitoring if needed (OPTIONAL Task)**												
	Draft and Final Local Limits Sampling and Analysis Plan			8			28			36	$ 8,136		$ 8,136
	Draft Local Limits Update Report			12			60			72	$ 15,948		$ 15,948
	Meet with City Staf			4			4			8	$ 1,968	$ 200	$ 2,168
	Final Draft Local Limits Update Report			4			12			16	$ 3,652		$ 3,652
	Meet with Water Board Staff (up to two meetings)			8			8			12	$ 2,982	$ 400	$ 3,382
	Final Local Limits Update Report			4			8			12	$ 2,820		$ 2,820
	Task 7 Subtotal	0	0	36	0	0	118	0	0	156	$ 35,526	$ 600	$ 36,126
	TOTAL FOR ALL TASKS	156	43	66	62	146	428	72	36	1009	$ 225,257	$ 600	$ 225,857

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION APPROVING A PROFFESIONAL SERVICES AGREEMENT, WITH LARRY WALKER ASSOCIATES, INC., A CALIFORNIA CORPORATION, FOR A THREE (3) YEAR TERM, AND NOT TO EXCEED PROJECT BUDGET OF $225,857; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND AUTHORIZING THE CITY MANAGER TO EXTEND THE LENGTH OF THE AGREEMENT FOR UP TO AN ADDITIONAL FIVE (5) YEARS, TO COMPLETE THE ASSIGNED TASKS

WHEREAS, The City is required under its National Pollutant Discharge Elimination System (NPDES) and Waste Discharge Requirement (WDR) permits to submit compliance reports and studies related to water quality and discharges resulting from the wastewater treatment process; and

WHEREAS, These reports and studies require technical knowledge and skills outside the scope of City staff to meet the criteria required for submittal and in person meetings to present findings and modeling; and

WHEREAS, On June 28, 2023, staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and issued a Request for Proposal (RFP) for Professional Services Related to NPDES and WDR Permits Reporting Compliance for City of Tracy Wastewater Treatment Plant; and

WHEREAS, The City received two (2) proposals, one of which was from Larry Walker Associates, Inc. (Consultant); and

WHEREAS, Consultant demonstrated the cost effectiveness, the competence, and professional qualifications necessary for the satisfactory performance of the required services; and

WHEREAS, Staff recommended that the City Council authorize the execution of the Professional Services Agreement with Consultant (PSA) to provide the professional services required to comply with these permits; and

WHEREAS, The PSA will have an initial term of three (3) years and include a not to exceed project budget amount of $225,857; and

WHEREAS, The PSA also gives the City Manager the authority to extend the PSA for up to an additional five (5) years following a written determination that Consultant has satisfactorily met all requirements of the PSA; and

WHEREAS, The funding for services to provide these professional and technical services will be funded by the ongoing operations and maintenance budgets for Wastewater; and

WHEREAS, The PSA is for design and engineering work only and approval of this PSA will not result in a physical change in the environment, therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

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 Professional Services Agreement with Larry Walker Associates, Inc.; and be it further

RESOLVED: After review and approval by the City Attorney, the PSA may be executed by the Mayor.

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 5, 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

December 5, 2023

Agenda Item 1.C

RECOMMENDATION

Utilities staff recommends that City Council adopt a resolution 1) approving a General Services Agreement with Jim Brisco Enterprises, Inc., a California Corporation, for the loading, hauling, and disposal of wastewater treatment biosolids for a one-year term with a not to exceed amount of $176,700; and 2) authorizing the Mayor to sign the agreement.

EXECUTIVE SUMMARY

This agenda item, with City Council consent, will approve a General Services Agreement with Jim Brisco Enterprises, Inc., a California Corporation (Consultant) for services related to the National Pollution Discharge Elimination System (NPDES) permit for the Tracy Wastewater Treatment Plant at 3900 Holly Drive, Tracy CA 95304. The City of Tracy generates biosolids, a nutrient rich organic material, at the Wastewater Treatment Plant as a by-product of its wastewater treatment. San Joaquin County prohibits this waste to be disposed of within its boundaries therefore it must be transported outside of our county. Annually, the City engages the services of qualified vendors to remove and dispose of this waste material.

BACKGROUND AND LEGISLATIVE HISTORY

The City engages the services of qualified haulers to remove, load, haul, and dispose biosolids from the drying beds stockpiled at the Wastewater Treatment Plant located at 3900 Holly Drive. These biosolids are a by-product of the wastewater treatment process. The biosolids are disposed of outside of San Joaquin County in accordance with the local state and federal requirements. Such services are acquired every year from qualified entities to complete this work in a cost-effective manner. The scope of work also requires the qualified entity to provide certified mobile scales to weigh the trucks before leaving the plant site to determine the tonnage of biosolids hauled, or each truck may be weighed at a certified scale. The work is completed in accordance with all applications, rules, and regulations.

ANALYSIS

On May 30, 2023, the City issued a Notice Inviting Bids (NIB) for the project and published it on the City's website. A total of six proposals were received by the Operations and Utilities Department Executive Assistant, Carla Sorich, at Boyd Service Center prior to the deadline. All proposals were reviewed by the Wastewater Operations Superintendent and the Assistant Director of Utilities after the close of the NIB posting and six (6) were found to be qualified and have the most competitive rates. The vendors found to be qualified with the most competitive rates were:

Vendor Name	**Price/ton**
Jim Brisco Enterprises, Inc.	$58.90
JHA Remediation LLC	$76.71
Naman Trucking Inc.	$86.25
Advanced Chemical Transport	$87.00

Synagro West LLC	$94.00
Pipe and Plant, Inc.	$96.47

Consultant is a qualified proposer with the lowest cost of services, has good references, and has completed similar work with other agencies in a satisfactory manner, including the City of Tracy and therefore was selected based on that criterion.

CEQA DETERMINATION

The approval of the proposers in this request or the execution of a GSA with Consultant will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

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.

FISCAL IMPACT

The cost of the goods and services provided by the selected vendor will be captured in Wastewater Fund (521) annual operations and maintenance budgets. This vendor was used in the previous FY 2022/23 with a contracted amount of $148,700.

ACTION REQUESTED OF THE CITY COUNCIL

Utilities staff recommends that City Council adopt a resolution 1) approving a General Services Agreement with Jim Brisco Enterprises, Inc., a California Corporation, for the loading, hauling, and disposal of wastewater treatment biosolids for a one-year term with a not to exceed amount of $176,700; and 2) authorizing the Mayor to sign the agreement.

Prepared by: Aloke Vaid, Wastewater Operations Superintendent

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments: A - GSA Jim Brisco Enterprises, Inc.

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
Jim Brisco Enterprises, Inc.

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Jim Brisco Enterprises, Inc., a California corporation (**Contractor**). City and Contractor are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City desires to retain Contractor to provide loading, hauling and disposal services for biosolids removal services (**Services** or **Project**); and

B. On May 30, 2023, the City issued a Notice Inviting Bids (NIB) for the Project which was published on the City's website. A total of six proposals were received by the Operations and Utilities Executive Assistant at Boyd Service Center. On June 21, 2023, Contractor submitted its proposal for the Project to the City. All proposals were reviewed by the Wastewater Operations Superintendent and the Assistant Director of Utilities after the close of the NIB posting. Jim Brisco Enterprises, Inc. satisfied the requirements of the Tracey Municipal Code to be awarded a contract for the Project and was selected as the lowest responsive bidder. City has also determined that Contractor possesses the skills, experience and certification required to provide the services.

C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No. 2023-____ approved by Tracy City Council on _____, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Upon request from and at the direction of the City, Contractor shall perform the Services and complete the Project, which includes, without limitation, the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: George Morrow. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit "A," nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any unapproved subcontractor or subconsultant..

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

2.1 Term. The term of this Agreement shall begin on September 1, 2023 and end on October 31, 2023, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference. Sufficient funding is budgeted and available in the Utilities-Wastewater Fund 521 operating budget for the removal of biosolids in Fiscal Year 2023-24.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed $176,700. 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 the Services approved and requested by the City. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

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

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

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

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

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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

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

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

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

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

5.4 Pollution Liability Insurance. Pollution Coverage shall be provided for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than two million dollars ($2,000,000) per claim. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy will be applicable to the work being performed and provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

The policy shall be endorsed to include the City, its officers, employees, and agents as insureds.

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

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

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

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

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

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

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

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

6. Termination. The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Contractor. Within five (5) days of such termination, Contractor shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

7.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as the mediator, 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 mediator in any alternative dispute resolution process.

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

8 Labor Code Compliance. Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); 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. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

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

8.2 Registration with DIR. Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

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

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

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

11. Conflicts of Interest. Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.

12. Rebates, Kickbacks, or Other Unlawful Consideration. Contractor 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; 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.

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

To City:

Operations & Utilities Director
3900 Holly Drive
Tracy, CA 95304

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

To Contractor:

Jim Brisco Enterprises, Inc.
George Morrow, President
221 Airpark Rd, Suite A
Atwater, CA 95301

14. Miscellaneous.

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

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

14.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

14.4 Assignment and Delegation. Contractor 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.

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

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

14.6.1 Hazardous Materials. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

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

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

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

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

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

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

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

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

4.14 Counterparts. City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

14.15 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.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____
By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Contractor
Jim Brisco Enterprises, Inc., a California Corporation

Christopher Morrow
By: Christopher Morrow
Title: Secretary
Date: 10/23/2023

Federal Employer Tax ID No. 91-2015259

George Morrow
By: George Morrow
Title: President
Date: 23 Oct 2023

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

Removal of approximately 3,000 tons of biosolids that are stockpiled in or near the drying beds at the Wastewater Treatment Plant.

- Loading, hauling, and disposing of the material at an acceptable site(s)
- Contractor to provide certified mobile scales and weigh the trucks before leaving the plant site to determine the tonnage of biosolids hauled or the contractor may have each truck weighed at a certified scale. Contractor shall maintain evidence of the weight of trucks for billing purposes.
- Contractor shall conform to all applicable laws, rules, and regulations in performing this work.
- Care shall be taken not to damage any site improvements at the Wastewater Treatment Plant during operation.
- Any damage shall be the Contractor's responsibility to repair.
- Biosolids will be in multiple piles and will be ranked in order by City staff from first to last to be removed.
- Contractor is required to provide the following information to the City:
    - Name and location of the site(s) for final disposal of the biosolids.
    - Letter(s) of acceptance from the owner/manager of disposal site(s) that receive(s) the biosolids.
    - WDR number(s) of the site(s) by Regional Water Quality Control Board, if applicable
    - Copies of weight tags by mobile scales or from certified scales.
    - Subsequent use(s) of the land, if applicable
    - Solids application rate(s) in pounds/year (specify wet or dry), if applicable.

EXHIBIT B - Compensation

Biosolids loading, hauling, and disposal, in accordance with Exhibit A, shall be compensated at $58.90 per ton, with a not to exceed amount of $176,700.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION APPROVING A GENERAL SERVICES AGREEMENT WITH JIM BRISCO ENTERPRISES, INC., A CALIFORNIA CORPORATION, FOR THE LOADING, HAULING, AND DISPOSAL OF WASTEWATER TREATMENT BIOSOLIDS FOR A ONE-YEAR TERM WITH A NOT TO EXCEED AMOUNT OF $176,700; AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, The City needs to engage services of qualified haulers to load, haul and dispose of wastewater treatment biosolids out of San Joaquin County; and

WHEREAS, On May 30, 2023, staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and issued a Notice Inviting Bids (NIB) for Professional Services Related to WDR Permits Renewal for City of Tracy and Leprino Wastewater Treatment Plant; and

WHEREAS, The City received six (6) proposals, one of which was from Jim Brisco Enterprises, Inc. (Consultant); and

WHEREAS, Consultant has the expertise and experience required to provide the necessary and desired services; and

WHEREAS, Staff recommended that the City Council authorize the execution of the General Services Agreement with Consultant (GSA) to provide the services required to comply with these permits; and

WHEREAS, The GSA will have an initial term of one (1) year; and

WHEREAS, The funding for services to provide these professional and technical services will be funded by the ongoing operations and maintenance budgets for Wastewater; and

WHEREAS, The proposed GSA is for loading, hauling, and disposal of biosolids and approval of this GSA will not result in a physical change in the environment, therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

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 General Services Agreement with Jim Brisco Enterprises, Inc.; and be it further

RESOLVED: After review and approval by the City Attorney, the Mayor may execute the GSA.

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 5, 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

December 5, 2023

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council: (1) approve a Professional Services Agreement with Harris & Associates, Inc. for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District with a total not-to-exceed amount of $208,755 per year; and (2) authorize the City Manager to extend the agreement by mutual agreement among the parties for an additional four, one-year terms.

EXECUTIVE SUMMARY

Staff is recommending that a Professional Services Agreement (PSA) be approved with Harris & Associates, Inc. (Harris) for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District (LMD). The services that would be provided by Harris include the annual preparation and certification of the LMD Engineer's Report and levy, annexations, formations, re-organizations, dissolutions, rate increases, balloting services, re-engineering, general benefit analysis, and financial analysis (Services).

Of the two (2) qualified respondents to the City's Request for Proposals (RFP), Harris' proposal best fit the needs of the City in terms of price, scope of work, experience, communication, and understanding the issues facing the City's LMD.

The PSA will include a not-to-exceed amount of $208,755 per year, with the initial term being January 1, 2024 – December 31, 2024. The City Manager may extend the agreement by mutual agreement among the parties for an additional four (4) years, upon recommendation from the Parks and Recreation Department. Fund 271 will cover the costs associated with the Services.

BACKGROUND AND LEGISLATIVE HISTORY

The Landscape and Lighting Act of 1972 (1972 Act) authorizes local agencies to impose an annual assessment on property benefiting from improvements in order to pay for capital and on-going maintenance. For the Tracy LMD, City staff follows a statutory imposed process for administration, including the development of an annual Engineer's Report, benefit analysis, and the certification of levy assessments.

In addition to the 1972 Act, California voters passed Proposition 218 (Prop 218) in 1996. Prop 218 is commonly referred to as the "Right to Vote on Taxes Act" and amends the State's Constitution by adding Articles XIII(C) and XIII(D) to do the following:

- Limit the authority of local governments (including cities, counties, special districts, school districts, and redevelopment agencies) to impose taxes and property related assessments, fees, and charges.
- Establish procedures for implementing annual assessments which includes benefit assessments, special assessments, and maintenance assessments, etc. The procedures include a requirement that the City develop an engineering report which identifies the benefit that will accrue to each individual property as a result of the assessment. Further, subject to certain exceptions, it establishes that the majority of the property owners in the assessment district must vote in favor of increasing the assessment in order for the increase to be implemented.

ANALYSIS

On September 13, 2023, staff issued an RFP, which was advertised for three (3) weeks, seeking proposals from qualified firms for administrative, engineering, and financial services for the City's LMD. The City received two (2) proposals prior to the submittal deadline. The proposals received were from Harris and NBS. Staff from the Parks and Recreation and Finance Departments completed a detailed analysis of the proposals.

The screening panel determined that Harris best met the needs of the City and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the requested services. During the analysis of the proposals, it became apparent that Harris was best equipped with the necessary resources, qualifications, relevant experience, and professionalism essential for the Services.

Harris has been managing the City's LMD for the last five (5) years. In addition, Harris' familiarity with the City dates back to 1987 for various services on a variety of developmental projects, providing valuable institutional knowledge. In the past fifteen (15) years, Harris has provided financial and assessment administrative services to over one hundred (100) California governmental agencies. Harris has a branch within their organization dedicated to municipal and district financing which has contributed to their success. Harris has never missed a filing deadline and have never been in violation of Prop 218 procedures.

FISCAL IMPACT

The PSA includes a not-to-exceed amount of $208,755 per year and will be funded by the LMD, Fund 271.

COORDINATION

The Parks and Recreation Department coordinated with the Finance Department.

CEQA DETERMINATION

Neither the approval of the PSA nor the execution of the PSA will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life Strategies.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council: (1) approve a Professional Services Agreement with Harris & Associates, Inc. for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District with a total not-to-exceed amount of $208,755 per year; and (2) authorize the City Manager to extend the agreement by mutual agreement among the parties for an additional four, one-year terms.

Prepared by: Nilo Velazquez, Management Analyst II

Reviewed by: 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 – Professional Services Agreement, Harris & Associates, Inc.

ATTACHMENT A

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
HARRIS & ASSOCIATES, INC., CALIFORNIA CORPORATION

This Professional Services Agreement ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Harris & Associates a California Corporation ("**Consultant**"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the services of Consultant to provide Administrative, Engineering, and Financial Services for the Tracy Consolidated Landscape Maintenance District (as further described herein and in Exhibit A, the "**Services"**); and

B. On September 13, 2023, the City issued a Request for Proposals (RFP) for the Services. On October 4, 2023, Consultant submitted its proposal for the Services to the City. The City has determined that Consultant demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Tracy Municipal Code section 2.20.140 and pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on December 5, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the Services, which includes the services described in Exhibit "A" attached hereto and incorporated herein by this reference. Consultant shall not perform any Services until instructed by the City. The Services shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Alison Bouley, Vice President of Municipal + District Finance. 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 the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant.

2. Time of Performance. Time is of the essence in the performance of the Services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, 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. If Exhibit "A" indicates that Services shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Services until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin January 1, 2024, and end December 31, 2024, unless terminated in accordance with Section 6. This Agreement shall not be extended except pursuant to a writing signed by the Consultant requesting an extension and approved by the City Manager, with a maximum of four additional one-year extensions. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. The fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $208,755 dollars per year. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. Upon written notice from the Consultant, and after a meeting with the City, the fees set forth in Exhibit "B" may be increased annually for inflation. The annual change shall not be greater than the Consumer Price Index (CPI), during the preceding calendar year, for all Urban Consumers, for the San Francisco area, as published by the United States Department of Labor Bureau of Labor Statics. Should the index be discontinued, a reasonably equivalent index should be utilized annually. It is understood and agreed that Consultant may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. 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 "not-to-exceed" 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 in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) 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 this Section 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 Final Payment. 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 Books and Accounts. 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, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, its employees, agents, and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

(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.)

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

The provisions of this section survive the expiration 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 the 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 and, in any event, within five (5) days of such request.

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 (10) 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, preliminary drafts and 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 the termination 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 mediator with at least ten (10) years' experience in the field of law subject to the dispute to serve as the mediator, 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 mediator 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. If, for any dispute or claim to which this Section applies, any Party commences an action without first attempting to resolve the matter through the process set forth in this Section, or refuses to comply with this Section after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such 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, upon termination of this Agreement, or within five (5) days of any 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 as those 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 to Consultant so as to satisfy the City's needs.

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 the City:
City of Tracy
Attn: Parks and Recreation
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Harris & Associates, Inc.
Attn: Alison Bouley
1401 Willow Pass Road, Suite 500
Concord, CA 94520

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. 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 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, including, without limitation, those identified below, whether or not such 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 authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity 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 and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations, or agreements (in each case, whether oral or in writing). 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.

[Signature Page to Follow]

The Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young, Mayor

Title: _____

Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Harris & Associates, Inc., a California Corporation

DocuSigned by:
By: Alison Bouley
854F7F9EC781470...
Alison Bouley, Vice President, Municipal + District Finance

Title: Vice President

Date: 11/1/2023 | 10:53 AM PDT

Federal Employer Tax ID No. _____

DocuSigned by:
By: Preston Hatch
901522B963EA405...
Preston Hatch, Chief Financial Officer

Title: Chief Financial Officer

Date: 11/1/2023 | 10:48 AM PDT

EXHIBIT A - Scope of Work

The Consultant is required to perform the work specified herein:

OBJECTIVE 1 - ANNUAL ENGINEER'S REPORT PREPARATION AND LEVYING OF ASSESSMENTS

- **Kick-off meeting and Annual Levy Timeline Harris**: will coordinate an annual kick-off meeting with City staff to review the annual levy timeline and discuss any changes in the annual administration process. This will include a discussion of anticipated maintenance expenses for the coming year early enough to identify any potential need for property owner noticing and balloting under Prop. 218.Any recent or pending legislative changes will also be reviewed with City staff. **Deliverable:** Detailed schedule of task required for the annual update process, including dates for the submittal of draft documents for City review, submittal dates for final documents based upon the City Clerk's requirements for the preparation of Council agenda packages and publication dates. Update Parcel Database/Spreadsheets.
- **Update Parcel Database/Spreadsheets:** Based on information shown on the latest County Tax Roll and Assessor's data update the database for the District. Harris will utilize other data sources to provide more current information when available. Where required to accurately reflect the current development status of parcels prior to the calculation of the annual levy, Harris' project team will research City building permit and Certificate of Occupancy. This will provide the maximum revenues to the City. In updating the parcel database, Harris maintains a clear "audit" trail (parent/child relationship) and will provide a summary report of parcel changes in the District from the prior year. Any "over-rides" of the County Assessor's data will also be tracked and included in the summary reports so that there is clear trail of the basis that was used for the calculation of the annual assessment on parcels. **Deliverable:** Current database for the District, which will be provided to the City in a viewable format to facilitate parcel lookups. Research for any missing parcel data (e.g., acreage, land use). Parcel Change report for the District that provides a summary of parcel changes and updates.
- **Annual Budget Preparation Support:** Harris will assist the City in the development of annual budgets for the District. This will include reviewing historical costs, projected fund balances, CIP budgets and replacement/ rehabilitation needs. This will allow the City to evaluate the potential need for future increases to determine if Prop 218 proceedings may be required to allow adequate time for property owner outreach and education activities. **Deliverable:** Updated budgets for each zone in the District.
- **Prepare Annual Engineer's Reports:** An annual Engineer's Report will be prepared for the District based upon the requirements of the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution. The report will be prepared under the direction of the Assessment Engineer as the registered professional engineer responsible for signing the report. **Deliverable:** Updated Engineer's Report for the District prepared under the direction of the Assessment Engineer (two copies of full report with Assessment Roll and one electronic copy of the report, as requested).
- **Preparation of Approval Documents:** Harris will prepare required resolutions, City Council reports and other documents required for the annual renewal of
- the maintenance and special services districts. These will be prepared in draft form for review by City staff including the City Attorney. All documents will be prepared in advanced of the City Clerk's date for agenda items. **Deliverable:** Review of City Council resolutions, staff reports, notices, and documents needed for the annual renewal of the Districts.
- **Meeting Attendance:** Harris' Project Manager and/or Assessment Engineer will attend up to two city council meetings during the annual update process at the request of City staff. **Deliverable:** Attend up to two city council meetings.

- **Prepare and Submit Annual Assessments:** Compile and transmit a complete list of the assessment or special tax levies for each assessor's parcel to the County via disk or other manner as required by the County. Harris will research any exceptions, resolve all discrepancies, re-submit data to County, and confirm acceptance of the updated levies prior to the August 10 deadline. **Deliverables:** Annual levy submittal documents and data. Updated parcel data reflecting changes reflected in final levy submittal. Levy submittal summary report showing final amount to be placed on the property tax roll for collection, and description of any variance between amount shown in reports (such as publicly owned or SBE parcels) in Excel format.
- **Prepare and Track Manual Invoices:** If required, Harris will prepare manual bills for each parcel that could not be applied on the County tax roll. Manual bills will be prepared on City letterhead and will be issued bi- annually on a schedule similar to the County's property tax payment schedule. Harris will track payment on all manual bills and provide regular reports to the City with payment status. **Deliverables:** Manual bills issued bi-annually. Payment Status Report following each due date, or as requested.
- **Respond to Property Owners' Inquiries:** Harris provides a toll-free telephone number to be included on the County's property tax bills. Harris will respond to property owner inquires and maintain a log of all calls received, the nature of the call and any recommended actions, and provide the City with monthly summary of the calls received. All calls will be returned within one business day if not answered at the time of the call. Harris will provide bilingual support if requested. **Deliverable:** Monthly report on inquiries and call activity.

OBJECTIVE 2 - PARCEL ANNEXATIONS, DISTRICT FORMATIONS, RE-ORGANIZATION, OR DISSOLUTION

Parcel Annexations and District Formations

Harris will annex parcels into the existing District or form a new Landscape and Lighting Maintenance District authorized under the 1972 Act Statute for property within the City.

Unless indicated otherwise, the process to annex property into the existing District or form a new Landscape and Lighting Maintenance District are nearly identical, so the tasks summarized are for both new parcel annexations and district formations under the 1972 Act. The tasks required to annex property or form a new 1972 Act District are outlined below:

- Meet with City staff to review the services and budgets for the services currently being funded by the existing assessment District, the City's goals for the formation of the new district or to annex property into an existing District/ Zone, the strategies for approaching the analysis and cost apportionment, the proposed improvements to be included in the new or existing District, and other information regarding the proposed project. This meeting will verify that all parties understand all aspects of the work before any work begins.
- Review the locations of the improvements being maintained and to be maintained by the District, the levels of improvements and maintenance services to be funded, budget requirements, and other considerations that may impact the need to establish maintenance zones within the district based upon the special benefit received by parcels.
- Develop annual budgetary cost estimates for the operation, maintenance and services to be included in the new district, the number and type of properties, and other pertinent information. It is anticipated that the City will provide Harris with access to the City's GIS including information on existing maintenance zones, parcels included within the District and the location of the improvement to be maintained.
- Develop the parcel database based upon the last equalized County Assessor's Roll. Identify all public property and ascertain whether any benefit from the improvements is received. This includes parks, fire stations and school sites. Identify all parcels that receive a special benefit.

- Develop a proposed assessment methodology for the new district based upon the analysis of the improvements proposed to be maintained, and the need to create new benefit zones based upon the requirements of Proposition 218. Up to three methodologies will be prepared and evaluated by the City's team before preparation of the draft, Preliminary Engineer's Report.
- Meet with the City's project team to present our recommendations for the formation of the new district, review preliminary assessment rates, the level of contributions that may be required based upon "general" benefit, and a strategy for the formation of the new district.
- Prepare a draft, Preliminary Engineer's Report based on the selected methodology, the requirements of the Landscaping and Lighting Act of 1972 and Article XIIID of the California State Constitution (the Report will be prepared by a Registered Professional Engineer). Submit up to five (5) copies of the draft Report. Review with City staff and discuss comments. (Includes up to one meeting.)
- Finalize the Preliminary Engineer's Reports based on a set of consolidated comments received from City staff and submit up to ten (10) copies for processing and filing.
- Prepare presentation summarizing the proposed assessment methodology, assessment rates and projected revenues, and project timeline. Attend City Council work-session as requested by City staff.
- Prepare all resolutions, notices, and ballots for the City's review and comment, as well as review by their legal counsel.
- Harris will attend up to two (2) City Council meetings (Intent Meeting and Public Hearing) to be available to assist the City staff and answer any technical questions.
- **Additional Services, As Authorized:** Assist the City in the development of public outreach and education information related to the new district. **Responsibilities of the City:** City to designate a responsible official to manage and coordinate the project. Conduct public outreach and education of property owners within the proposed new district, with the assistance of Harris, as requested. Make available to Harris all available data, information, reports, maps, plans, specifications, cost estimates and other reasonable information for the proper performance for Harris' services. Provide qualified legal counsel to draft legal notices, review resolutions, etc., and to provide legal advice to City staff and to the Assessment Engineer, as required.
- **Re-organization** A re-organization will be performed or considered at the City's request, based on consideration of a specific zone, multiple zones, or all zones within the District. A customized approach to any reorganization effort will be developed, reviewed, discussed, and approved by City staff prior to any work begins. However, the tasks below summarize the process to determine the feasibility of a District reorganization.
    - Harris will discuss and strategize with City staff the reasoning for reorganization and develop a strategy and plan of action to address the City's needs. This strategy session will focus on identifying potential approaches and the strengths and weaknesses of each, requesting any necessary information, along with a project timeline, and the identification of the project scope.
    - Harris will identify options for structuring the reorganization based on information obtained during the strategy session and any information obtained and reviewed. These options are anticipated to include the restructuring or consolidation of the existing District or zones, as well as the modeling of the proposed assessment methodology, assessment rates, and review of any other issues or considerations.
    - Harris will prepare a technical memorandum or study for City staff depending on the size and scope of the reorganization effort. This document will memorialize options, the results from any modeling, discuss the strengths and weakness of options presented, provide recommendations, a proposed timeline and implementation action plan, and outline next steps.

- **Dissolution:** The dissolution of the District or zone will be performed at the City's request. Depending on the circumstances and reasoning for the dissolution, additional administrative tasks may be required following the dissolution, but the general process has been summarized below.
    - Harris will prepare a sample notice of public hearing outlining the specifics of the dissolution of the District/ zones and where any public inquires can be directed for review. The sample notice shall be reviewed by City staff and their qualified legal counsel.
    - Harris will coordinate the production, printing, and mailing of the Notice of Public Hearing to all impacted property owners.
    - Harris will attend the Public Hearing to provide technical support to City staff regarding any actions related to the dissolution of the District/zones.

OBJECTIVE 3 – RATE INCREASE EFFORTS

Should the City decide to increase assessments in the existing District, the tasks specific to the analysis are listed below. Once the appropriate rates are identified, and upon receipt of City approval, preparation of the Engineer's Report and resolutions, noticing and balloting, and attendance at City Council meetings will be required and these processes will emulate those outlined in Objective 2, District Formation and Parcel Annexations. Outlined below are the processes needed to develop the appropriate rates to meet the City's funding needs.

- Harris will work with the City to develop a list of existing District(s)/zones for consideration of an assessment increase and the specific improvements associated with each District/ zone.
- Harris will obtain updated cost estimates from the City for the desired levels of services for the impacted District/ zones. All cost estimates will be reviewed and questioned to verify the accuracy of the estimates. Harris will make recommendations for additional review (as necessary) and recommend that both operating and capital reserves are included in the cost estimates used to develop rates.
- Harris will review any changes in the public improvements to be maintained, services to be offered, or frequency or level of service to be provided to determine its impacts on how such benefits are conferred on property and the public at large (special v. general benefit analysis).
- Harris will modify the assessment methodology for any changes that may be necessary to verify the District/zones are compliant with Proposition 218.
- Harris' findings for the previously outlined tasks will be memorialized in a memorandum or report for the purpose of City review and comment. Harris will include in this report all prior findings, recommendations, a proposed timeline for implementation, and identify next steps.
- If needed, Harris will work with the City to engage a public outreach firm to perform the outlined tasks in Section V.6.

OBJECTIVE 4 – BALLOTING SERVICES

Harris will provide balloting services to the City for any district formations, annexations, district/zone reorganizations, assessment rate increases, or for any other purpose for which Proposition 218 ballot proceedings may be required. The typical tasks included in our balloting services are outlined below:

- Review balloting process and the procedure for the receipt and handling of the ballots as they are returned. A written procedure will be provided that may be approved by the City, if desired. This would provide a policy for replacement ballots if someone loses theirs, multiple owner ballots if the owners wish to vote separately, and the procedure for the receipt and handling of the ballots that are returned.
- Discuss with City staff (including City Clerk and City Attorney) via teleconference the assessment balloting procedures and the upcoming schedule of events.

- Prepare a draft of the Assessment Notice and Ballot information for review by qualified legal counsel, as required by the 1972 Act and Article XIIID of the California Constitution (Proposition 218).
- Finalize the Assessment Notice and Ballot information. Prepare and coordinate printing and mailing services to mail individual notices/ballots to all property owners within the proposed district, as required by the 1972 Act and Article XIIID of the California Constitution. Bar-coding will be utilized to facilitate the tabulation process. This includes printing of notices, ballots, mailing envelopes and ballot return envelopes, stuffing into envelopes, and posting with City provided postage. In addition, we will prepare and mail Replacement Ballots as requested during the balloting period.
- As of January 1, 2001, the Proposition 218 Omnibus Implementation Act was modified such that assessment ballots cannot be opened before the end of the Public Hearing. Therefore, at the close of the Public Hearing, the assessment ballots will commence to be tabulated electronically with the use of bar-coding equipment and a computer program that simplifies the process and automates the result summaries. A laptop computer and staff members will be used on-site for ballot tabulation. The balloting results will be prepared summarizing (by number of parcels and assessment amount) the total ballots received, and the percentage in favor and against. If less than 50% of the voted assessment amount is against the assessment (if there is no majority protest), then the City Council may approve the desired action and levy the assessments for collection on the property tax bills.
- Responsibilities of the City: The City to designate a responsible official to manage and coordinate the project. Provide qualified legal counsel to review legal notices, ballots, resolutions, etc., and to provide legal advice to City staff and to the Assessment Engineer, as required. Schedule the City Council meetings, hearings and the publishing of all legal notices. Provide executed copies of the resolutions approved by the City Council and all published notices. Provide postage for mailed noticing/balloting.

OBJECTIVE 5 – PREPARATION OF STAFF REPORTS AND RESOLUTIONS

Harris will prepare the resolutions necessary to assist the City with the approval or any procedural requirements needed for any of their projects related to the LMD. All documents will be prepared prior to the City's agenda deadline, to allow for proper review by the City and the appropriate departments and legal counsel. It is anticipated that the following resolutions will be necessary:

- Intent Meeting (2 resolutions): Resolution Initiating Proceedings, and Resolution of Intention
- Public Hearing (1 resolution): Resolution Confirming the Assessments and Ordering the Levy

Harris anticipates City staff will prepare the staff reports for the Council Agendas related to annual administration and any formations, annexations, re-engineering, dissolution, or other; but at the City's request Harris will review the staff reports and provide comments and supporting information (if needed) for consideration and incorporation.

OBJECTIVE 6 – ANALYSIS OF FINANCING STRATEGIES

The following task describes the services to be provided to the City for this analysis. Harris will conduct a detailed review and analysis, which includes:

- Review of existing services, facilities, and equipment being funded by the District to determine eligibility and completeness of improvements.
- Identification of current funding needs, including annual maintenance and future capital funding needs for the improvements as they reach the end of their useful life. It is anticipated that the City will provide Harris with access to the City's GIS including information on existing maintenance zones, parcels included within the District, and the location of the improvement to be maintained. Identification of annual operating and capital reserve levels.

- Identification of existing and alternative financing strategies to preserve and maintain existing and future community assets, as well as to fund the maintenance and replacement of the amenities. Also, we will analyze the level of assessment increases needed to fully fund the district.
- Meet with City staff to review our findings and recommendations. We will revise the analysis based on the meetings. Up to three (3) alternatives will be considered.
- **Deliverables:** Attend one (1) kick-off meeting with the City. Draft financial plan summarizing findings and recommendations of funding alternatives. Attend one (1) meeting with the City to present the funding plan. Final financial plan summarizing findings and recommendations of funding alternatives.

OBJECTIVE 7 – PROVIDE A COMPREHENSIVE RE-ENGINEERING OF THE DISTRICT

The following tasks describe the services to be provided to the City for a comprehensive re-engineering of the LMDs. This will include an analysis of which properties should be assessed and how to spread those assessments proportionately to be Proposition 218-compliant while generating the needed long-term revenue to sustain the LMDs. It will also include an analysis of general versus special benefit. It is assumed that Objective 6 would be completed prior to this analysis to establish the costs.

- **Assessment Methodology:** Develop the parcel database based upon the last equalized County Assessor's Roll. Identify all public property and ascertain whether any benefit from the improvements is received. This includes parks, fire stations, and school sites. Identify all parcels that receive a special benefit.
    - Develop a proposed assessment methodology for the new district based upon the analysis of the improvements proposed to be maintained, as well as the need to create new benefit zones based upon the requirements of Proposition 218. This will include a review of general versus special benefit. Up to three methodologies will be prepared and evaluated by the City's team before preparation of the draft Preliminary Engineer's Report.
    - Harris will prepare an updated assessment diagram to be included as part of the updated Engineer's Report and will record it with the County, if required.
    - **Deliverables:** Draft Assessment Methodology tables. Attend one (1) meeting with the City. Final Assessment Methodology tables. Assessment Diagram.
- **Prepare Engineer's Reports:** Harris will prepare the Engineer's Report based on the requirements of the Landscaping and Lighting Act of 1972 and Article XIIID of the California Constitution. The report will be prepared by the Assessment Engineer as the registered professional engineer responsible for signing each report. The tasks are outlined below:
    - Prepare a draft, Preliminary Engineer's Report based on the selected methodology, as well as the requirements of the Landscaping and Lighting Act of 1972 and Article XIIID of the California State Constitution (the Report will be prepared by a Registered Professional Engineer). Submit up to five (5) copies of the draft Report. Review with City staff and discuss comments. (Includes up to one meeting.)
    - Finalize the Preliminary Engineer's Reports based on a set of consolidated comments received from City staff and submit up to ten (10) copies for processing and filing.
    - **Deliverables:** Draft Engineer's Report based upon the requirements of Proposition 218 and recent court cases. Attend one (1) meeting with the City to discuss and finalize report. Final Engineer's Report, incorporating City comments.
- **Public Outreach:** Assist the City in the development of public outreach and education information related to the new district. Harris will prepare an FAQ sheet, will provide content for the public outreach meetings, and will attend the public outreach meetings to answer questions. It is assumed the City will handle public outreach in house or will directly hire a public outreach specialist. As an optional task, Harris can also hire a public outreach consultant as a

subconsultant. We have several firms that with whom we have worked. **Deliverables:** Attend one (1) meeting with the City. Frequently Asked Questions. Information for public outreach presentations. Attend two (2) public outreach meetings.

- **Balloting, Noticing, Public Meetings:** These services would be completed in alignment with the scope provided in Objective 4 and 5. The total cost of these services are included in the fee to provide a comprehensive cost for the re-engineering of the district.
    - **Responsibilities of the City:** The City to designate a responsible official to manage and coordinate the project. Conduct public outreach and education of property owners within the proposed new district, with the assistance of Harris, as requested. Make available to Harris all available data, information, reports, maps, plans, specifications, cost estimates, and other reasonable information for the proper performance for Harris' services. Provide qualified legal counsel to draft legal notices, review resolutions, etc., and to provide legal advice to City staff and to the Assessment Engineer, as required. Provide executed copies of the resolutions approved by the City Council and all published notices. Provide postage for mailed noticing/balloting.

OBJECTIVE 8 – GENERAL BENEFIT ANALYSIS

The following tasks describe the services to be provided to the City for this analysis. This will include the Proposition 218 analysis of general v. special benefit to determine what improvements in the current districts should be considered general benefit. The general benefit will be quantified to determine the total amount that should be funded outside the district. This analysis is included as part of the comprehensive re- engineering in Objective 7 and would not be required if that task is completed. Harris will conduct a detailed review and analysis, which will include:

- Identifying an assessment methodology consistent with the requirements of Proposition 218 and recent court cases that identifies, quantifies, and separates the special from general benefits of the current district and quantifying the amount of general benefit contribution required from the City.

DocuSign Envelope ID: 80F0C37B-ABAC-41BD-894E-90A5A3BA1172

EXHIBIT B - Compensation

Task	Subtask	Estimated Minimum Range*	Estimated Maximum Range*
Objective 1	Engineer's Report & Levy	$20,005(1)	$20,005(1)
Objective 2	Formations/Annexations	$8,000	$40,000
	Re-Organization	$9,500	$40,000
	Dissolution	$2,500	$9,000
Objective 3	Rate Increase Efforts	$12,000	$25,000
Objective 4	Balloting Services	$3,500(2)	$10,620(2)
Objective 5	Staff Reports/Resolutions	Included in individual tasks	
Objective 6	Financing Strategies	$15,315	$15,315
Objective 7	Re-Engineering	$30,815	$30,815
Objective 8	General Benefit Analysis	$5,000	$18,000
TOTAL		**$106,635**	**$208,755**

* The fee estimate ranges are subject to change but based on similar engagements based on the information provided in the City's Request for Proposal. Actual pricing for each requested project, objective or tasks shall be priced on a case by cases basis to verify the scope of work meets the City's specific needs since the fee varies based on complexity and size of the district.

(1) Includes the City's one (1) LMD and associated 41 zones. Future/Additional Zones to be added at $750 per Zone.

(2) The costs for printing and mailing the Ballot will be billed from a third-party mailing house directly to the City and is not included in the lump sum fee above. If Harris is to cover these costs, a handling fee of 15% will be added to the costs for printing and mailing. The fee will be based on the cost to produce and mail the final approved public notice, based on, but not limited to, the number of pages, printing on both sides, the number of colors, the type of envelope, pre-printed return envelopes, and return postage.

Note: Upon written notice from the Consultant, and after a meeting with the City, the fees set forth in Exhibit "B" may be increased annually for inflation. The annual change shall not be greater than the Consumer Price Index (CPI), during the preceding calendar year, for all Urban Consumers, for the San Francisco area, as published by the United States Department of Labor Bureau of Labor Statics. Should the index be discontinued, a reasonably equivalent index should be utilized annually.

Hourly Rates

Harris Position	2024 Billing Rates
Assessment Engineer/Senior Consultant	$280
Principal-in-Charge	$270
Project Manager	$200
Lead Analyst	$175
Senior Analyst	$165
Analyst	$150
GIS Specialist	$160
Administration	$100

Personnel
Alison Bouley
Donna Segura
Rick Clark
Francisco Rojas
Sonya Williams
Alexa Ludke
Randy Deodat
--

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, INC. FOR ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT WITH A NOT-TO-EXCEED AMOUNT OF $208,755 PER YEAR; (2) AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT BY MUTUAL AGREEMENT AMONG THE PARTIES FOR AN ADDITIONAL FOUR, ONE-YEAR TERMS

WHEREAS, the Landscape and Lighting Act of 1972 authorizes local agencies to impose an annual assessment on property benefiting from improvements in order to pay for capital and on-going maintenance. For the Tracy Consolidated Landscape Maintenance District (LMD), City staff follows a statutory imposed process for administration; and

WHEREAS, on September 13, 2023, the City issued a Request for Proposals (RFP), which was advertised for three (3) weeks, seeking proposals from qualified firms for the development of the annual preparation and certification of the Engineer's Report and levy, annexations, formations, re-organizations, dissolutions, rate increases, balloting services, re-engineering, general benefit analysis, and financial analysis (Services) for the City's LMD; and

WHEREAS, the City received two (2) proposals prior to the submittal deadline. The proposals received were from Harris & Associates, Inc. (Harris) and NBS. Staff from the Parks and Recreation and Finance Departments completed a detailed analysis of the proposals. The screening panel determined that Harris best met the needs of the City and demonstrated the competence and professional qualifications necessary for the satisfactory performance of the requested Services; and

WHEREAS, Fund 271 will cover the costs associated with the Services; and

WHEREAS, the City seeks to enter into a Professional Services Agreement with Harris (PSA) relating to the Services.

NOW, THEREFORE, be it resolved as follows:

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

RESOLVED: That the City Council approves the PSA with Harris & Associates, Inc. for the Services, which shall include a total not-to-exceed amount of $208,755 per year.

RESOLVED: Authorize the City Manager to grant up to four, one-year extensions by mutual agreement among the parties and agreed to in writing and signed by Harris.

RESOLVED: After review and approval by the City Attorney, the PSA may be executed.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 5, 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

December 5, 2023

Agenda Item 1.E

RECOMMENDATION

Utilities staff recommends that City Council adopt a Resolution 1) approving a Professional Services Agreement, with Larry Walker Associates, Inc., a California Corporation, for a three (3) year term, and a not to exceed project budget of $79,508; 2) authorizing the Mayor to sign the agreement; and 3) authorizing the City Manager to extend the length of the contract for up to an additional five (5) years pursuant to the terms of the agreement.

EXECUTIVE SUMMARY

This agenda item, with City Council consent, will approve a Professional Services Agreement (PSA) with the consultant, Larry Walker Associates, Inc. (Consultant), for technical and professional services related to Waste Discharge Requirement (WDR) permit renewal jointly held by the City of Tracy Wastewater Treatment Plant and Leprino Foods. The agreement is for an initial three (3) year term and gives the City Manager the right to extend the agreement for up to an additional five (5) years, as needed to complete the assigned tasks, following a written determination that Consultant has satisfactorily met all requirements of the PSA. The project costs include $79,508 for work associated with Exhibit A of the attached PSA. The funding for the agreement will be through the annual operations and maintenance budgets of the Wastewater (Fund 521) for the not to exceed project total of $79,508.

BACKGROUND AND LEGISLATIVE HISTORY

Waste discharges that can be exempted from the California Code of Regulations (CCR) requirements are issued waste discharge requirements (WDRs) and are regulated by the WDR Program. Typical discharge types include domestic or municipal wastewater, food processing related wastewater, and industrial wastewater. The City of Tracy has been covered under a WDR permit for its waste discharges related to a part of the wastewater treatment plant operations since 2007. Because Leprino Foods discharges its waste to Tracy's Wastewater Treatment Plant and also to the holding ponds, the State determined that both entities should be added under one WDR permit as co-permittees. The City was notified in early 2023 that the Water Board wanted to begin the process of updating the 2007 WDR No. R5-2007-0038.

The preparation of documents, monitoring reports and other materials necessary to submit to the Water Board as a package requires time and technical knowledge which City staff does not currently have. Further, it requires coordination between Leprino Foods as well as the Water Board in preparation of the Report of Waste Discharge (ROWD) which is a required submittal in this process of permit renewal. Consultants are best utilized due to the amount of time and negotiation that goes into this process. Given these needs, on June 27, 2023, staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and issued a Request for Proposal (RFP) to solicit experienced and qualified consultants to provide Professional Services Related to Permit Renewal: Waste Discharge Requirements for Land-Based Treatment Facilities.

On July 26, 2023, the City received two (2) proposals, one from Jacobs Engineering Group, Inc. and one from Larry Walker Associates, Inc. which were both reviewed and found to be qualified

based upon their experience, education, certification, and personnel. Of the two proposals submitted and after careful review, City staff determined that Larry Walker Associates, Inc. was the proposer that demonstrated the cost effectiveness, the competence, and professional qualifications necessary for the satisfactory performance of the required services.

ANALYSIS

The City of Tracy finds it necessary to use consultants with expertise and technical skills in various areas which are competent in completing the necessary negotiations with and report preparation for the renewal of the Waste Discharge Requirement (WDR) permit jointly held by the City of Tracy Wastewater Treatment Plant and Leprino Foods. Both the proposers met this criterion and had the necessary experience needed to satisfactorily complete the tasks given. Both proposers are known to the City; and both have performed other tasks for the City. The consultant selected had the lower rates of charge and lower estimates for various tasks as shown below:

Proposer	Proposal Amount
Larry Walker Associates, Inc.	$ 79,508
Jacobs Engineering Group, Inc.	$189,136

CEQA DETERMINATION

The approval of the proposers in this request and execution of the PSA will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

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.

FISCAL IMPACT

Funding is available in the current and annual ongoing operations and maintenance budget in Wastewater Fund (521) for these requested services in a not to exceed amount of $79,508 subject to City Council budget appropriations each year.

ACTION REQUESTED OF THE CITY COUNCIL

Utilities staff recommends that City Council adopt a Resolution 1) approving a Professional Services Agreement, with Larry Walker Associates, Inc., a California Corporation, for a three (3) year term, and not to exceed project budget of $79,508; 2) authorizing the Mayor to sign the agreement; and 3) authorizing the City Manager to extend the length of the contract for up to an additional five (5) years pursuant to the terms of the agreement.

Prepared by: Aloke Vaid, Wastewater Operations Superintendent

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

A – PSA Larry Walker Associates Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH LARRY WALKER ASSOCIATES, INC. FOR LAND-BASED TREATMENT FACILITIES

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Larry Walker Associates, Inc., a California Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain a Consultant to provide services related to the Permit Renewal Waste Discharge Requirements for Land-Based Treatment Facilities, and to carry out the services set forth in Exhibit A, which is attached hereto and incorporated herein by this reference (as further defined elsewhere in this Agreement, **Services**); and

B. On June 27, 2023, the City issued a Request for Proposals (RFP) for Professional Services Related to Permit Renewal: Waste Discharge Requirements for Land-Based Treatment Facilities. On July 26, 2023, Consultant submitted its proposal for the Services to the City. City has determined that Consultant was the proposer that demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required Services and possesses the skills, experience and certification required to provide the Services.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.

D. This Agreement is being executed pursuant to Resolution No.2023-_____, which was adopted by the City of Tracy's City Council on December 5, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall timely perform the Services, including those described in Exhibit "A". The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Betsy Elzufon. Consultant shall not replace its Authorized Representative, Consultant shall not use or replace any sub-Consultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any such sub-Consultant.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any Services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin upon the adoption of the resolution, and end after three years, unless terminated in accordance with Section 6.

2.1A Option to Extend: This Agreement may be extended for up to an additional five years, in any combination of length, by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

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 the Services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $79,508. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. 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 the Services approved by the City.

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. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including locations, zone, times, dates, and names of persons performing the services.

3.2.1 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, subConsultants, 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, subConsultants, 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 the event there is a finding and/or determination that Consultant is not an independent Consultant and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subConsultants; "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.)

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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 (10) 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, preliminary drafts and 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 mediator, 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 mediator 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, upon termination of this Agreement, 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 Consultant Status. Consultant is an independent Consultant 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, subConsultants 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 that Consultant is providing to the City under this Agreement. 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 to Consultant so as to satisfy the City's needs.

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; 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 Tracy Blvd
Tracy, CA 95376

To Consultant:
Larry Walker Associates, Inc.
Brian Laurenson, P.E.
1480 Drew Avenue, Suite 100
Davis, CA 95618

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. 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 Consultants and subConsultants (§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 that it is in good standing. If Consultant is 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.

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

DocuSigned by:
Brian M. Laurenson
BF8BA8FF6E0741B...
By: Brian M. Laurenson
Title: Executive Vice President
Date: 10/25/2023 | 8:27 AM PDT

Federal Employer Tax ID No.

DocuSigned by:
Jeffrey D. Walker
F2BC785CCC374AF...
By: Jeff Walker
Title: Chief Financial Officer
Date: 11/2/2023 | 1:04 PM PDT

Exhibits:

A	Scope of Work (See Agreement sections 1 and 2.)
B	Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

Larry Walker Associate, Inc., will assist the City with renewal of its WDR according to the following tasks.

Task 1. Review and Compile Existing Information

LWA will meet with the City to understand the reason for the WDR permit renewal, the role of Leprino Foods (co-permittee) in the process, and any background work that may already have been conducted to support the WDR renewal. Based on that meeting, LWA will prepare an information request to the City for the needed information to prepare the ROWD and conduct the requested analyses. At a minimum, the information request will include availability of documents (i.e., facility plan description, Sewer System Management Plan, etc.), effluent, holding pond, drying beds, and monitoring well data and information on WWTP operations and discharge flows. Based on this review, LWA will compile the information needed to prepare the required forms and attachments and conduct the Antidegradation Analysis and Groundwater Quality Characterization.

Task 2. Prepare ROWD Form 200 and Standard Attachments

Using the information compiled in Task 1, LWA will complete a draft of Form 200 along with the required attachment including a technical report describing the treatment plant facilities as outlined in the RFP, description of local site-specific conditions (e.g., depth to groundwater, geology, etc.), and a description of any planned changes to the WWTP system. The budget assumes that the technical report used for the previous ROWD is available and can be modified based on changes since 2007. As required, this updated report will be prepared/reviewed by a California Registered Civil Engineer. For the Sanitary Sewer System WDRs, LWA will include an attachment that shows that the City enrolled under the reissued WDR (Order No. 2023-0003-DWQ) by June 4 as required and a copy of the City's current Sewer System Management Plan (SSMP). The budget assumes that the SSMP has been completed and does not need updating.

Finally, an Antidegradation Analysis, Groundwater Quality Characterization Study, and description of the existing groundwater monitoring well network will also be provided. The effort associated with the Antidegradation Analysis and Groundwater Quality Characterization Study are described below in Tasks 3 and 4. For the description of the existing monitoring wells, LWA will use well completion reports and other information provided by the City.

Task 3. Antidegradation Analysis

LWAwill prepare an analysis of the impacts of the WWTP effluent discharge to the holding ponds and discharge from the sludge drying beds on groundwater quality to demonstrate compliance with the State Water Resources Control Board's Antidegradation Policy (Order No. 68-16). The numerical groundwater limits to be used in the evaluation will be calculated based on the ambient groundwater quality plus 10% of available assimilative capacity in accordance with the Antidegradation Policy. The ambient groundwater quality will be determined as the 50th percentile or median of the groundwater quality data from the City's groundwater monitoring wells. The available assimilative capacity is estimated as the difference between the Basin Plan groundwater quality objectives and the ambient groundwater quality for the site.

The Antidegradation Analysis will evaluate the long-term effluent discharge at the 95th percentile of the effluent concentrations to demonstrate if the discharge will contribute to groundwater quality degradation after 1, 5, 10, 20, and 30 years of discharge. To determine potential impacts on the groundwater aquifer quality, LWA will evaluate the impact of the discharge from the holding ponds and drying beds using a spreadsheet mixing model. LWA has developed and used this type of model to evaluate water quality impacts from wastewater effluent for other groundwater basins, including for the

VVWRA, City of Santa Paula, and the Las Virgenes Municipal Water District. The budget for this task assumes the spreadsheet mixing model approach will be deemed acceptable by Regional Board staff. The use of other analysis or modeling approaches may require an adjustment to the budget or scope for the project.

A memorandum will be prepared, under Task 5, describing the analysis results and how the results meet the requirements of the Antidegradation Policy. The memorandum will include an assessment of whether any reduction in water quality found from the analysis is protective of beneficial uses and consistent with the maximum benefit to people of the State. The budget assumes that the analysis will be able to demonstrate that less than 10% of the assimilative capacity is being used by the discharge and therefore a socio-economic impact analysis will not be necessary.

Task 4. Groundwater Quality Characterization Study

Provision E.I.b. of Order No. RS-2007-0038 required the City to submit a technical report in 2010 characterizing the natural background quality based on groundwater monitoring. Using data since 2010 provided by the City, LWA will characterize groundwater trends in the vicinity of the facility. LWA will create and provide a summary of monitoring data, calculate groundwater quality in background/ upgradient wells, and compare the results to monitoring data from compliance/downgradient monitoring wells using appropriate statistical analysis. This information will also be used to assess the WWTP effluent impact on groundwater quality and this evaluation will be included in the Antidegradation Study conducted in Task 3.

Task 5. Prepare Technical Report

Based on the analyses conducted in Tasks 3 and 4, a technical report will be prepared describing the WWTP discharge's impact on the groundwater basin and demonstrating consistency with the Antidegradation Policy. A draft Technical Report will be provided to City staff for review and a final Technical Report will be prepared to incorporate City comments. The Technical Report will be included as an attachment to the ROWD to satisfy the requirement to include an Antidegradation Analysis and Groundwater Quality Characterization Study.

Task 6. Technical Support and Guidance Through WDR Renewal

LWA will provide technical support to the City during the WDR renewal process. This will include meetings with the Regional Board to discuss information provided in the ROWD and permit conditions. The budget was developed using the following assumptions:

- Three, two-hour on-line meetings (with City and/or Regional Water Board staff) to discuss the components of the WDR. This will also include coordination with Leprino Foods if needed;
- General support for the WDR renewal strategy and preparation of the comment letter on the Tentative WDR;
- Support with developing testimony for the adoption hearing; and
- Virtual attendance at the WDR hearing.

Task 7. Project Management

LWA will provide ongoing project management, including regular communication with the City regarding the project schedule, budgets, expenditures, and other issues related to the administration of the contract.

Exhibit B – Fee Schedule

Task	Description	Project Manager/ Associate	Senior Engineer I	Project Engineer/ Scientist IIA	Project Scientist IA	Contract Coordinator	Total Hours	Total Labor Costs	Other Direct Costs	Total Costs
		$305	$253	$235	$196	$145				
1	Compile Existing Information	8	4	20	24		56	$12,856		$12,856
2	Prepare ROWD Form 200 and Attachments	4	4	20	8		36	$7,504		$7,504
3	Antidegradation Analysis	8	4	24	40		76	$15,936		$15,936
4	Groundwater Quality Characterization Study	4		16	32		52	$11,252		$11,252
5	Prepare Technical Report	12	8	28	16		64	$13,376		$13,376
6	WDR Permit Renewal Support	12	4	12	12		40	$8,864		$8,864
7	Project Management	20		8		12	40	$9,720		$9,720
	TOTAL PROJECT COSTS	68	24	128	132	12	364	$78,432		$79,508

(1) LWA hourly rates in effect from July 1, 2023 to June 30, 2024. Rates are adjusted annually on July 1.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION 1) APPROVING A PROFESSIONAL SERVICES AGREEMENT, WITH LARRY WALKER ASSOCIATES, INC., A CALIFORNIA CORPORATION, FOR A THREE (3) YEAR TERM, AND NOT TO EXCEED PROJECT BUDGET OF $79,508; 2) AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND 3) AUTHORIZING THE CITY MANAGER TO EXTEND THE LENGTH OF THE CONTRACT FOR UP TO AN ADDITIONAL FIVE (5) YEARS PURSUANT TO THE TERMS OF THE AGREEMENT

WHEREAS, waste discharges that may be exempted from the California Code of Regulations requirements are issued waste discharge requirements (WDRs) and are regulated by the WDR program of the State Water Resources Control Board; and

WHEREAS, typical waste discharge types under that exemption include domestic or municipal wastewater, food processing related wastewater, and industrial wastewater; and

WHEREAS, the City was issued a WDR permit (No. R5-2007-0038) in conjunction with Leprino Foods, Inc. in 2007, for their combined wastewater discharges and the holding ponds; and

WHEREAS, in early 2023, the City was notified by Water Board staff that it wanted to begin the renewal process of the WDR; and

WHEREAS, on June 26, 2023, staff followed established procedures, in accordance with Tracy Municipal Code, Section 2.20.140, and issued a Request for Proposal (RFP) for Professional Services Related to Waste Discharge Requirement (WDR) permit renewal jointly held by the City of Tracy Wastewater Treatment Plant and Leprino Foods; and

WHEREAS, the City received two (2) proposals on July 26, 2023, one from Jacobs Engineering Group, Inc. and one from Larry Walker Associates, Inc. (Consultant), which were both reviewed and found to be qualified based upon their experience, education, certification, and personnel; and

WHEREAS, of the two proposals submitted and after careful review, City staff determined that Consultant was the proposer that demonstrated the cost effectiveness, the competence, and professional qualifications necessary for the satisfactory performance of the required services; and

WHEREAS, staff recommended and the City seeks to authorize the execution of a Professional Services Agreement with Consultant (PSA) to provide the professional services required to carry out the scope of work; and

WHEREAS, the PSA will have an initial term of three (3) years with a not to exceed project budget of $79,508; and

WHEREAS, the City Manager has the authority to extend the contract for up to an additional five (5) years following a written determination that Consultant has satisfactorily met all requirements of the PSA; and

WHEREAS, the funding for services to provide these professional and technical services will be funded by the ongoing operations and maintenance budgets for Wastewater; and

WHEREAS, approval and execution of the PSA will not result in a physical change in the environment, therefore, is not considered as a project as defined by Section 21065 of the Public Resources Code.

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 Professional Services Agreement with Larry Walker Associates, Inc. for professional and technical services related to Waste Discharge Requirement (WDR) permit renewal jointly held by the City of Tracy Wastewater Treatment Plant and Leprino Foods; and be it further

RESOLVED: The City Manager may extend the initial term of the PSA by up to five (5) years, following a written determination that Larry Walker Associates, Inc. has satisfactorily met all the requirements of the PSA, and further, subject to annual budgetary appropriation by the City Council, through the budget approval process, supporting the funding for such an extension; and be it further

RESOLVED: That the PSA shall be approved as to form and legality, by the City Attorney before its execution.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 5, 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

December 5, 2023

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving 1) the execution of a three-year agreement with Granicus, LLC for the licensing of multiple products and services with a not-to exceed amount of $97,564 annually and 2) dispensing with the procurement requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.140(b)(3).

EXECUTIVE SUMMARY

The City of Tracy uses several products and services from Granicus, LLC. These include 1) Agenda management and automation to support City Council meetings as well as other committees, including the ability to search the archive of agendas and meetings through an index and searchable view pages, 2) A local government centric technology suite to support live streaming of City Council meetings to local access Channel 26 and other media channels, 3) New functionality to provide closed captioning to the live broadcast, and 4) Website hosting and content management system.

This proposal is to continue the services with Granicus, LLC that started in 2017. The City has experienced great productivity gains and expanded technology capabilities using these products. This request is for a contract of 3 years, with expanded services for closed captioning, which is a strategic objective that City Council added to the City's strategic plan. All funds have already been budgeted and approved in the Fiscal Year 2023/2024 budget cycle.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy first begun using the Granicus software in 2017 with a Master Service Agreement for the purchase of the Granicus Open Platform and Government Transparency Suite that supports and enables unlimited government public meeting content streaming, storage, and distribution. This includes integration and timestamps with agenda items to index the video. Also included is a hardware encoder that allows for live and on-demand streaming on computers, tablets, phones etc. This appliance supports the use of HTML4 and Flash compatible streaming delivery.

The second amendment to the Granicus Service Agreement, dated June 22, 2017, adds a product called Peak Agenda Management. This software as a Service Solution enables government organizations to simplify the agenda management process of the City Clerk's Office. It allows Clerks to streamline the way they compile and produce agendas for public meetings.

The third amendment also dated June 22, 2017, adds the product called govAccess. This amendment also includes implementation services to implement govAccess. The govAccess product allows staff to create and manage content that informs, engages, and serves the community. It has a web-front end that is mobile friendly and has a built-in content management system all hosted by Granicus, LLC.

The fourth amendment is an upgrade of the encoding device to Standard Definition for TVs at a resolution of 720p streaming. This amendment is also dated June 22, 2017.

The fifth amendment also dated June 22, 2017, is for the content migration of 1,100 pages into the new govAccess website.

In summary, the Granicus software has provided efficiencies and met the expectations of the organization. Granicus, LLC is the market leader in providing agenda management, streaming, and transparency products for many agencies, including cities, community service districts, and other government and not for profit agencies, etc.

Compliance with the formal competitive bidding procedures set out in TMC 2.20.140(b)(3) is not in the best interest of the City. The reasons are as follows:

- The City has gained much experience in using the Granicus Suite of products.
- Granicus, LLC is the market leader and offers high quality mature products and services.
- Granicus, LLC support for their products has been adequate.
- The cost to switch as well as the time required to switch from Granicus, LLC services would distract the team from reaching the City's Strategic Objectives.
- The cost to renew the software and services has been stable and predictable.
- The application meets IT Security Standards.
- The organization has been fully trained on how to use the products and services.

Closed Caption

City Council listed closed captioning for Channel 26 as a Strategic Priority. This proposal includes closed captioning services with a base number of hours. If the City goes over the number of allotted hours, for example when City Council meetings take longer than expected, the City has the option to buy additional blocks of hours at a predetermined rate. Closed Captioning through Granicus, LLC uses computer generated speech to text with a person supervising the proper translations to ensure high quality translations.

Agenda Management

The City has used Peak Agenda for the past several years which was a significant improvement over doing agenda management in a less structured way. The City has identified that the document routing function of Peak Agenda is limited and in this proposal from Granicus, LLC has requested an upgrade path to OneMeeting, the latest product with more robust document routing capabilities. That is reflected in the proposal with a slight increase in price over Peak Agenda. The upgrade to OneMeeting can take place when the City is ready, until that time the City is free to continue to use Peak Agenda.

Solution	2023/2024	2024/2025	2025/2026
	Nov 1 – Oct 31	Nov 1 – Oct 31	Nov 1 – Oct 31
Government Transparency Suite	$11,405.67	$12,204.07	$13,058.35
SDI 720p Steaming	$2,477.32	$2,650.73	$2,836.28
Encoding Appliance Software	$1,638.75	$1,753.46	$1,876.20
Open Platform Suite	$5,570.10	$5,960.01	$6,377.21
govAccess – Core Application	$5,364.62	$12,246.38	$13,103.63
GovDelivery for Integrations	$0	$0	$0
Close Captioning – Base	$27,000.00	$27,000.00	$27,000.00
Closed Captioning – Additional Hours			
Agenda Automation – Tier 1	$12,463.70	$13,336.16	$14,269.69
Community Engagement – Tier 1	$4,985.25	$5,334.22	$5,707.61
Meeting Management – Tier 1	$9,347.20	$10,001.50	$10,701.61
Laserfiche Integration – Tier 1	$2,300.00	$2,461.00	$2,633.27
OneMeeting Agenda Automation – Configuration and Training (One-Time Fee)	$2,168.00		
OneMeeting Meeting Manager – Configuration and Training (One-Time Fee)	$1,626.00		
OneMeeting Laserfiche Integration – Setup and Configuration (One-Time Fee)	$400.00		
Total	$86,746.61	$92,947.53	$97,563.85

FISCAL IMPACT

There is no fiscal impact associated with Channel 26 and Agenda Management since these funds have been budgeted in the adopted FY2023-24 operating budget.

The funding for the additional Closed Captioning services was approved in 2022.

STRATEGIC PLAN

This item supports the City Council's FY 2021-2023 Governance Strategic Priority:

Goal 3 – Enhance community outreach and engagement to all Tracy residents.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving 1) the execution of a three-year agreement with Granicus, LLC for the licensing of multiple products and services with not-to-exceed amount of $97,564 annually and 2) dispensing with the procurement requirements for this Agreement pursuant to Tracy Municipal Code Section 2.20.140(b).

Prepared by: Norbert Ruijling, Chief Innovation Officer

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

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

A – Quote Closed Captioning

B – Quote for Agenda Management

Granicus Proposal for City of Tracy, CA

ORDER DETAILS

Prepared By:	Chloe Scheer
Phone:	
Email:	chloe.scheer@granicus.com
Order #:	Q-287511
Prepared On:	15 Nov 2023
Expires On:	15 Dec 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date this document is signed and will continue for 12 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Recurring Captioning Services	Annual	200 Hours	$27,000.00
		SUBTOTAL:	**$27,000.00**

PRODUCT DESCRIPTIONS

Solution	Description
Recurring Captioning Services	Live closed captioning. • All Meetings will incur one hour minimum. • Cancellations within 24 hrs. will be charged 1 hour minimum. • Caption reservations should be reserved two weeks in advance. Jobs with little notice may not be guaranteed coverage, 24 hours as an absolute minimum. • Real Time Captions are provided at an 98% accuracy readability rating • Recurring Caption hours not used in the period of performance will not carry over to the following year.

THIRD PARTY DISCLAIMER

Closed Captioning and Meeting Services: *Client and Granicus may agree that a third party will provide closed captioning, transcription services, or other meeting services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such an independent third party.*

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the “License Agreement”). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-287511 dated 15 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of City of Tracy, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-287511 dated 15 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA	
Signature:	
Name:	
Title:	
Date:	

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
City of Tracy, CA

Granicus Proposal for City of Tracy, CA

ORDER DETAILS

Prepared By:	Antonio Magadan
Phone:	
Email:	antonio.magadan@granicus.com
Order #:	Q-312964
Prepared On:	10 Nov 2023
Expires On:	15 Dec 2023

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	01 Nov 2023 - 31 Oct 2024

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	Quantity/Unit	Prior Annual Fee
Peak Agenda Management	0 Each	$12,835.74
SUBTOTAL:		$12,835.74

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
OneMeeting Agenda Automation - Configuration and Training	Upon Delivery	1 Each	$2,168.00
OneMeeting Meeting Manager - Configuration and Training	Upon Delivery	1 Each	$1,626.00
OneMeeting Laserfiche Integration - Setup and Configuration	Upon Delivery	1 Each	$400.00
SUBTOTAL:			$4,194.00

New Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Agenda Automation - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$12,463.70	$12,463.70
Community Engagement - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$4,985.25	$4,985.25
Meeting Management - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$9,347.20	$9,347.20
Laserfiche Integration - Tier 1	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$2,300.00	$2,300.00
SUBTOTAL:				$29,096.15	$29,096.15

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Government Transparency Suite	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$11,405.67	$11,405.67
Upgrade to SDI 720p Streaming	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$2,477.32	$2,477.32
Granicus Encoding Appliance Software (GT)	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$1,638.75	$1,638.75
Open Platform Suite	01 Nov 2023 - 31 Oct 2024	Annual	1 Each	$5,570.10	$5,570.10
govAccess - Maintenance, Hosting, & Licensing Fee - Core	13 May 2024 - 31 Oct 2024	Annual	1 Each	$11,445.22	$5,364.62
govDelivery for Integrations	13 May 2024 - 31 Oct 2024	Annual	1 Each	$0.00	$0.00
SUBTOTAL:				$32,537.06	$26,456.46

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	01 Nov 2024 - 31 Oct 2025	01 Nov 2025 - 31 Oct 2026
Government Transparency Suite	$12,204.07	$13,058.35
Upgrade to SDI 720p Streaming	$2,650.73	$2,836.28
Granicus Encoding Appliance Software (GT)	$1,753.46	$1,876.20
Open Platform Suite	$5,960.01	$6,377.21
govAccess - Maintenance, Hosting, & Licensing Fee - Core	$12,246.38	$13,103.63
govDelivery for Integrations	$0.00	$0.00
Agenda Automation - Tier 1	$13,336.16	$14,269.69
Community Engagement - Tier 1	$5,334.22	$5,707.61
Meeting Management - Tier 1	$10,001.50	$10,701.61
Laserfiche Integration - Tier 1	$2,461.00	$2,633.27
SUBTOTAL:	$65,947.53	$70,563.85

PRODUCT DESCRIPTIONS

Solution	Description
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
govAccess - Maintenance, Hosting, & Licensing Fee - Core	The govAccess Maintenance, Hosting, and Licensing plan is designed to equip the client with the technology, expertise and training to keep the client's website relevant and effective over time. Services include the following: • Ongoing software updates • Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday) • Access to training webinars and on-demand video library • Access to best practice webinars and resources • Annual health check with research-based recommendations for website optimization • DDoS mitigation • Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO)
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.

Solution	Description
Agenda Automation - Tier 1	Agenda Automation - Tier 1Includes: 2 workflows, 1 post workflow, 2 forms and up to 4 meeting types
Community Engagement - Tier 1	Community Engagement - Tier 1. Includes: Public Comment and Public Speaker Management
Meeting Management - Tier 1	Meeting Management - Tier 1Includes: 2 workflows, 1 post workflow
OneMeeting Agenda Automation - Configuration and Training	Agenda Automation - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda item approval process and the designing of the forms and workflows to faciliate the submittal and approval of agenda items.
OneMeeting Meeting Manager - Configuration and Training	Meeting Manager - Analysis, Setup and Configuration ServicesThese services focus on the analysis of your agenda, minutes and miscellaneous output templates; and your live meeting process. They also include the setup and configuration of the templates, motions and votes, public speaking and comment options (if purchased) and live meeting display.
Laserfiche Integration - Tier 1	Laserfiche Integration - Tier 1
OneMeeting Laserfiche Integration - Setup and Configuration	Laserfiche Integration - Setup and Configuration ServicesWe will work with you to configure the Laserfiche integration so that you can add OneMeeting documents to Laserfic

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- Granicus Communications Suite Subscriber Information.
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use

and disclosure of such information).

- Data obtained through the Granicus Advanced Network.
    - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
    - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
    - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-312964 dated 10 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of City of Tracy, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	[ ] - No [ ] - Yes
Billing Address:		PO Number: *If PO required*	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-312964 dated 10 Nov 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Tracy, CA	
Signature:	
Name:	
Title:	
Date:	

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXECUTION OF A THREE-YEAR AGREEMENT WITH GRANICUS, LLC FOR THE LICENSING OF MULTIPLE PRODUCTS AND SERVICES WITH A NOT-TO-EXCEED AMOUNT OF $97,564 ANNUALLY AND 2) DISPENSING WITH THE PROCUREMENT REQUIREMENTS FOR THIS AGREEMENT PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.140(b)(3).

WHEREAS, the City of Tracy seeks to enter into a contract with Grancius, LLC (Granicus) for a term of three years to allow the City to continue using its existing software license with Granicus, which includes agenda management, website hosting and CMS, Channel 26 streaming and expand with closed captioning services; and

WHEREAS, the City has been using Granicus products since 2017 and the tools have provided great productivity for staff both in agenda management and for Channel 26; and

WHEREAS, in the judgment of the City Manager, compliance with the formal competitive bidding procedures set out in TMC 2.20.140 is not in the best interest of the City. The City has worked with Granicus products and Granicus since 2017; therefore, the parties have a proven track record working together. Moreover, Granicus is the market leader in its industry, City staff has already been fully trained on using Granicus products, and the cost to switch to new products, and the related training costs and time, would be detrimental to the City's obligations and goals; and

WHEREAS, the Granicus' total compensation shall not exceed $97,564 per fiscal year and City Council authorizes the City Manager to extend the contracts with Granicus following a written determination that Granicus has satisfactorily met all the requirements of the agreements.

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 execution of a three-year agreement with Granicus, LLC for the licensing of OneMeeting, govAccess, Government Transparency Suite, Closed Captioning Service, a public communication, and transparency suite of products.

RESOLVED: That the agreements with Granicus shall be approved as to form and legality, by the City Attorney before execution.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of December 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

December 5, 2023

Agenda Item 1.G

RECOMMENDATION

Adopt a Resolution adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2024.

EXECUTIVE SUMMARY

Staff recommends that the City Council establish the regular meeting calendar for calendar year 2024 for City Council meetings. While Section 2.04.020 of the Tracy Municipal Code establishes the meeting dates and times for City Council meetings, it is best practice to adopt an annual meeting calendar for agenda management and planning purposes. In addition, State law requires that certain legislative actions only occur at regularly scheduled meetings, so having an adopted calendar of regular City Council meetings establishes, with certainty, which meetings are regular scheduled meetings of the City Council.

BACKGROUND AND LEGISLATIVE HISTORY

Pursuant to Tracy Municipal Code 2.04.020, regular meetings of the Council are held at 7:00 p.m. on the first and third Tuesday of each month of the calendar year, in the Council Chambers located at City Hall. Adopting a meeting calendar allows for proper agenda planning and can provide for recess periods, holidays, or election days and also provides certainty of establishing “regularly scheduled meetings” for City Council to consider certain legislative actions which, under State law, may only be heard at such designated meetings.

Historically, the City Council has cancelled certain meetings given conflicts with State and local events of importance, such as general elections and National Night Out (an annual event that occurs on the first Tuesday in August), and during holiday periods to appropriately manage staffing and quorum issues. On December 6, 2022, the City Council adopted Resolution 2022-184, which adopted the 2023 calendar of regular Tracy City Council meetings. On October 17, 2023, City Council adopted Resolution 2023-217 amending the 2023 calendar of regular City Council meetings and on November 7, 2023, City Council adopted Resolution 2023-228 amending the 2023 calendar of regular City Council meetings a second time.

Special meetings and workshops also may be scheduled. Such meetings and workshops may be called by the City Manager, Mayor or by a majority of Council Members as needed, in accordance with the Council Meeting Protocols and Rules of Procedure.

The proposed 2024 calendar of regular City Council meetings includes the following:

1) Establishment of regular meetings of the City Council, at 7:00 p.m., on the first and third Tuesday of each month of calendar year 2024;

2) Cancellation of the following regular Council meetings:
   Tuesday, January 2, 2024 (Winter legislative break)
   Tuesday, May 7, 2024 (San Joaquin Council of Governments One Voice® trip to Washington D.C.- May 5-9, 2024)
   Tuesday, July 16, 2024 (Summer legislative break)
   Tuesday, August 6, 2024 (National Night Out)
   Tuesday, November 5, 2024 (Election Day)
   Tuesday, December 17, 2024 (Winter legislative break)

A winter and summer legislative break for all City Boards, Commissions and Committees from their regular meeting schedule is also being proposed.

ANALYSIS

The proposed schedule of meetings includes consideration of a summer and winter legislative break. Many cities "go dark" or recess for purposes of a summer or winter break. Such planned recesses allow staff, the Council Members and the public to appropriately plan during peak travel periods. Should a matter rise to a level of urgency requiring a meeting to be held during the planned recess, a special meeting may be called pursuant to the City Council's Local Rules of Council Procedures.

FISCAL IMPACT

This is a routine operational item, and no significant fiscal impact exists. However, any meetings cancelled could save funds related to the broadcasting of meetings.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a resolution adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2024.

Prepared by: Adrianne Richardson, City Clerk

Reviewed by: Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

City of Tracy

2024 City Office Business Hours 2024

City Hall - 333 Civic Center Plaza
BSC - 520 N. Tracy Blvd.

Open 8:00 a.m. - 6:00 p.m. | Closed | Regular Council Meeting

Open 8:00 a.m. - 5:00 p.m. | H Holiday - Closed | Proposed Meeting Cancellation Dates

JANUARY

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
	1 H	2	3	4	5	6
7	8	9	10	11	12	13
14	15 H	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19 H	20	21	22	23	24
25	26	27	28	29		

MARCH

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 H	28	29	30	31	

JUNE

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19 H	20	21	22
23	24	25	26	27	28	29
30						

JULY

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
	1	2	3	4 H	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
1	2 H	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
					1	2
3	4	5	6	7	8	9
10	11 H	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28 H	29 H	30

DECEMBER

Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24 H	25 H	26	27	28
29	30	31				

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPTING THE REGULAR MEETING CALENDAR OF THE TRACY CITY COUNCIL FOR CALENDAR YEAR 2024

WHEREAS, In accordance with Tracy Municipal Code 2.04.020, regular meetings of the City Council shall be held at 7:00 p.m. on the first and third Tuesday of each month in Council Chambers; and

WHEREAS, It is best practice to adopt an annual calendar of regular meetings for agenda management and planning purposes; and

WHEREAS, In addition, State law requires that certain legislative actions only occur at regularly scheduled meetings; and

WHEREAS, Special meetings and workshops may be called by the City Manager, Mayor or a majority of Council Members as needed, in accordance with the Council's Meeting Protocols and Rules of Procedure; and

WHEREAS, The 2024 proposed schedule of meetings includes consideration of a summer and winter legislative break is being proposed. A winter and summer legislative break for all City Boards, Commissions and Committees from their regular meeting schedule is also being proposed; and

WHEREAS, Many cities "go dark" or recess for purposes of a summer or winter break; and

WHEREAS, Staff is recommending that the City Council adopt the following as the City Council's regular meeting calendar for calendar year 2024:

TRACY CITY COUNCIL 2024 REGULAR MEETING CALENDAR			
Date	**Type**	**Date**	**Type**
January 2 – Cancel Regular Meeting (Winter Recess)		July 2	Regular Meeting
January 16	Regular Meeting	July 16	Cancel Regular Meeting (Summer Recess)
February 6	Regular Meeting	August 6	Cancel Regular Meeting (National Night Out)
February 20	Regular Meeting	August 20	Regular Meeting
March 5	Regular Meeting	September 3	Regular Meeting
March 19	Regular Meeting	September 17	Regular Meeting
April 2	Regular Meeting	October 1	Regular Meeting
April 16	Regular Meeting	October 15	Regular Meeting
May 7	Cancel Regular Meeting (SJCOG One Voice® trip)	November 5	Cancel Regular Meeting (Election Day)
May 21	Regular Meeting	November 19	Regular Meeting
June 4	Regular Meeting	December 3	Regular Meeting
June 18	Regular Meeting	December 17	Cancel Regular Meeting (Winter Recess)

NOW, THEREFORE, BE IT:

RESOLVED: The City Council of the City of Tracy hereby finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it further

RESOLVED: That the City Council of the City of Tracy hereby approves the proposed calendar of meetings set forth in this Resolution as the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2024; and be it further

RESOLVED: That nothing in this Resolution prevents the City Council from scheduling a special meeting or cancelling a regularly scheduled meeting, otherwise in accordance with local and State law; and be it further

RESOLVED: That the City Council hereby determines that all City Boards and Commissions also shall be on break in the summer and winter of 2024 for the same periods as the City Council, excepting that any such Board and Commission may hold a special session during such breaks only to accommodate a special session scheduled by the City Council during such breaks; and any other contrary schedule of such Boards and Commissions shall be overruled by this Resolution.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 5, 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

December 5, 2023

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council approve a Resolution approving a new Lease between the City of Tracy and Riya Enterprises, LLC for Fixed Base Operation Facilities at the Tracy Municipal Airport, for a Term of Ten Years, at an Initial Monthly Base Rent of $2,843.00.

EXECUTIVE SUMMARY

Skyview Aviation, LLC (Skyview), operating as a Specialized Aeronautical Services Operator, has leased the main hangar and office facility at the Tracy Municipal Airport since January 1, 2007. On March 1, 2022, Skyview negotiated to sell their business to Riya Enterprise LLC (Riya). Riya is interested in leasing the main hangar and office facility and becoming a Fixed Based Operator. Per Section 25.1 of Skyview's original lease agreement, the execution of a new lease is required if the business is sold. This request seeks approval of a Resolution authorizing a new Lease between the City of Tracy and Riya Enterprises, LLC for Fixed Base Operation Facilities.

BACKGROUND AND LEGISLATIVE HISTORY

There are two types of Operators available at an airport: one for a Fixed Based Operator (FBO) and one for a Specialized Aeronautical Services Operator (SASO). An FBO is a commercial operator who typically offers their customers a wide spectrum of aviation services, including, but not limited to, aircraft mechanical and repair services, instructional aircraft and pilot training, charter services, retail product services, pilot lounge, and aircraft leasing, selling, rental and management, and aviation fuel services. A SASO provides their customers with aviation services similar to an FBO but typically excludes aviation fuel services.

On March 1, 2022, staff was notified that Riya agreed to purchase the SASO owned and operated by Skyview. Under Skyview's original agreement with the City, a new lease agreement is required for the new business owners to begin operations at the airport. As Riya seeks to expand the business operations, staff chose an FBO Lease instead of an SASO, so as to accommodate the expanded operations.

On April 19, 2022, City Council approved a new Lease between the City of Tracy and Riya Enterprise, LLC for a term of over 5 years. Under the Surplus Land Act (SLA), leases over 5 years are considered "dispositions" and require compliance with that statute. However, under the SLA, all public lands with deed restrictions must be declared exempt surplus land by the legislative body, which declaration must be submitted to California Housing and Community Development (HCD) before negotiations can be undertaken. The City had failed to undertake these requisite steps prior to the April 2022 action by the City Council. The City Council declared the proposed leased land as exempt surplus property on APN: 253-11-031 and APN: 253-11-016 pursuant to Resolution 2022-179 and HCD approval was granted on December 29, 2022. Subsequently, Riya and the City renegotiated a new Lease, that added additional terms that better reflected the business needs of Riya while still adequately protecting the City and the

airport, in compliance with existing Federal Aviation Administration deed restrictions

encumbering the entire Tracy Municipal Airport.

ANALYSIS

In order to allow greater flexibility, the new Lease will be an FBO instead of an SASO as was used previously, to allow for the possible future inclusion of fuel sales.

The new agreement will have a term of December 1, 2023, to November 30, 2033. Lessee shall also have two rights of first offer: A) one to enter into a new lease for the Premises ("New Lease Right of First Offer"), prior to the Expiration Date and B) another one to expand the leased premises to include an additional 1.6 acres. Both Rights of First Offer have certain requirements by when Lessee must exercise them and the process of negotiating the terms of such new agreements.

Entering into this agreement will allow for various aeronautical services to be provided at the airport through a third party, while at the same time providing needed revenue for the Airport Fund. The new agreement will allow for the following activities at the airport:

Required operations and permitted activities:

- Aviation Fuel**:** Lessee shall operate fuel trucks containing Aviation Fuel, and related equipment, solely within the Premises and on the following terms:
    - Lessee shall operate any requisite fuel trucks and equipment, including adequate ramp service for Lessor flight school users, with a qualified attendant available on the ramp, to ensure a successful and mutually agreeable transfer of the Aviation Fuel from Lessor's fueling facilities to Lessee's trucks and equipment.
    - Lessee shall purchase Aviation Fuel directly from the Airport, at the following cost: an amount equal to the sum of: (1) Lessor's cost, as shall be determined by Lessor, (2) applicable federal and state taxes, per gallon of fuel, and (3) a fuel flowage fee to be determined by Lessor, based on the type of Aviation Fuel.
    - Payment for the Aviation Fuel shall be remitted to Lessor within ten (10) days of receiving the Aviation Fuel. Unless otherwise provided herein, Lessee shall otherwise have no right to offer for sale, store, sell, or deliver any other Aviation Fuels or propellants anywhere at or nearby the Airport and/or from Lessor-owned fueling equipment or to anyone other than customers of the Flight Instruction School and for Aircraft operated by Lessee and its officers.
- Flight Instruction School: Lessee shall operate a Flight Instruction School in the Hangar Area and shall take all commercially reasonable efforts necessary to maintain such operation in good standing and reputation. In conjunction with such use, Lessee shall have the following additional rights and obligations:
    - Lessee may store Aircraft owned or operated by Lessee, or Aircraft used for the Flight Instruction School, only within the Apron Area.

- Lessee shall ensure that the Flight Instruction School utilizes only certified flight instructors and Aircraft.

- Lessee may offer instruction, through the Flight Instruction School, for experimental aircraft, drones and similar types of flying devices.

- Apron Area/Tie-Downs: Within the Apron Area of the Premises, Lessee shall have the right to the second and third rows of designated Tie-Downs, consisting of twenty-one Tie-Down spaces, as shown more clearly on Exhibit D. Any additional Tie-Down spaces desired by Lessee shall be dependent upon Lessor's availability and payment by Lessee of an additional monthly fee per Tie-Down. Any Tie-Down spaces used by Lessee in excess of the twenty-one Tie-Down spaces included within the Premises shall be documented as a written amendment of this Lease, which may be effectuated administratively by the City Manager.

  - Lessor reserves the right to modify, upon ten (10) days' written notice, the location of the Tie-Downs, for any reason, in which case the parties shall amend Exhibit D to reflect the modified Premises. Such modification may be effectuated administratively by the City Manager.

  - The designated Tie-Downs may be used by Lessee only for the storage of Aircraft owned or operated by Lessee, the temporary storage of Aircraft under control of Lessee, or in conjunction with the Flight Instruction School. Lessee is not allowed to lease, rent, or otherwise permit any designated Tie-Downs to be used by any third party or for any other purpose without the express written consent of the Lessor, except that Lessee shall have the right to rent Tie-Downs for daily, overnight rentals only, subject to Lessee's timely payment of Tie Down Percentage Rent pursuant to Section 5C.

  - Lessee shall operate the Tie-Downs so as to provide sufficient space to store Aircraft and maneuver such Aircraft into and out of each Tie-Down space.

- Maintenance/Repairs:
  - Lessee shall provide maintenance, repair, and servicing of general aviation Aircraft, Aircraft engines, and parts, propellers but excepting specialized aircraft repair services such as paint.

  - In conjunction with the services provided under subparagraph (a), Lessee shall maintain an adequate inventory of Aircraft parts and accessories necessary to maintain, repair, and service general aviation Aircraft.

  - Lessee shall be permitted, but not required, to provide Aircraft cleaning and detailing services.

- Sales and Other Services:

  - Lessee shall sell, to the patrons of the Flight Instruction School and general aviation users, oils and lubricants of the kind customarily used by general aviation users.

- Lessee shall be permitted to sell food and beverages to its patrons and the Airport generally, but any such sales must occur within the Hangar Area only.
- Lessee shall be permitted, but not required, to sell, lease and manage used and new Aircraft.
- Lessee shall be permitted, but not required, to provide sales and services of miscellaneous aviation related equipment and services, to the extent such sales and services do not conflict with expressly prohibited uses under this Lease.
- Lessee shall be permitted, but not required, to operate specialized commercial flying services such as aerial survey, photography, and mapping, to the extent such services do not conflict with the patrons of the Airport or Lessor's operation.

- Storage:
  - Lessee may temporarily (up to 180 days) store up to four (4) fifty-three (53) foot long (or shorter) cargo containers on the Premises, but only within the Hangar Area. In addition to the foregoing, Lessee shall have the right to store, within the Hangar Area only, one fifty-three (53) foot long (or shorter) cargo container for the duration of this Agreement, subject to such container being maintained by Lessee in a satisfactory physical condition.
  - No materials, supplies, products, equipment, or other personal property (except for Aircraft, ramp equipment, or vehicles in regular use) shall be stored outside on the Premises. Lessee shall store all items inside the Hangar building or the Trailer, in a safe, neat, and sanitary manner.
    - Lessee shall provide adequate enclosures and/or suitable covered metal receptacles throughout the Premises for the short-term accumulation and storage of solid waste, such as rubbish, trash, garbage, sludge, discarded machinery or parts, and any other solid industrial wastes. Such enclosures and/or covered metal receptacles shall be designed in such a way as to prevent odors, fumes, attraction of pests, and dispersal of wastes due to wind or water runoff and shall be serviced frequently by qualified waste removal and disposal services.

- Prohibited Uses. Any use not expressly permitted under subparagraph B shall be prohibited. Notwithstanding the generality of the foregoing, Lessee shall not permit trailers, recreational vehicles, and/or personal motor vehicles within any area of the Premises. Any expansion or modification of the permitted uses shall require a written amendment to the Lease, which may be effectuated administratively by the City Manager.

MAINTENANCE AND REPLACEMENT RESPONSIBILITIES

Maintenance And Repairs

- Lessee's maintenance and repair responsibilities shall be as set forth herein, which shall be at Lessee's sole cost and expense.

- Lessee shall maintain the Premises in as good a condition and repair as it is on the Commencement Date of this Lease, reasonable wear and use excepted.
- Without limiting the generality of the foregoing, Lessee shall be responsible for minor repairs and maintenance of the Premises and all improvements thereon, including, without limitation, the replacement of light bulbs, normal repair and cleaning of windows, and cleaning and clearing of toilets, sinks, drainage, and sewage lines.
- The Lessee shall properly and promptly remove all rubbish and hazardous wastes from the Premises and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations or ordinances.
- In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.
- Lessee shall retain a janitorial company to voluntarily provide weekly deep cleaning of the Public Restroom.
- Lessee shall be responsible for all janitorial and routine cleaning within the Premises, including all improvements located therein.
- All maintenance, repairs, and replacements shall be of a quality substantially equal to the original material and workmanship and consistent with approved plans. Lessor shall be the sole reasonable judge of the maintenance standards required.

- Lessor's maintenance and repair responsibilities shall be as set forth herein:
  - Lessor shall be responsible for the repair and replacement of the shell of the Hangar facility including the roof and exterior walls and replacement of windows and doors.
  - Lessor shall also be responsible for the repair or replacement of Lessor-owned plumbing (but not for routine plumbing issues, such as clogged pipes or leaks), intrusion and fire detection systems, HVAC systems, lighting fixtures, and electrical wiring and conduits, telecommunications systems, including any meters, located within, or serving the Hangar building.
  - Lessor shall be responsible for the repair and maintenance of the Public Restroom, except as otherwise provided for in subparagraph A(v) of lease.
  - Lessor shall be responsible for the repair and striping of the paved surface areas of the Premises, but only to the extent such work is a result of normal wear and tear or Acts of

God and not the result of acts or omissions of Lessee, its employees, contractors, or invitees, and in the manner and time deemed reasonable by Lessor.

- At the Lessor's earliest convenience, an electronic gate will be installed at the main entrance replacing the existing gate infrastructure per FAA and Lessor's standards.

AS IS terms

- The Lessor acknowledges and agrees **that the Lessor is leasing the Premises** to Lessee in an "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS and that the Lessor makes no representations or warranties, either express or implied, as to the condition of the Premises or any improvements thereon, as to the suitability or fitness of the Premises or any improvements thereon, as to any law, or any other matter affecting the use, value, occupancy, or enjoyment of the Premises, as to any other matter whatsoever. The Lessor shall have no responsibility to prepare, repair or modify the Premises in any way for Lessee prior to the Commencement Date or during the Term, except as otherwise indicated in this Lease. Lessee further acknowledges that neither the Lessor nor any employee, representative, or agent of the Lessor has made any representation or warranty, express or implied, with respect to the Premise or any improvements thereon. Lessee further acknowledges and agrees that the Trailer and all improvements and property located within or around it related to the Flight Instruction School are owned by Lessee and that Lessee has the sole responsibility to maintain or replace any such improvements or property. The provisions hereof shall survive the Termination Date of this Lease.

Alterations And Additions

- Lessee shall not make any alterations or additions to the Premises without the prior written consent of the Lessor. At surrender, Lessee shall remove, at the request of the Lessor, any alterations and additions made by Lessee, whether permitted or not by the Lessor, and restore the Premises to the condition of the Premises existing before such alterations and additions, at Lessee's sole cost and expense.

FISCAL IMPACT

The Lease agreement requires a security deposit of $6,000. Monthly ground rent will consist of:

Monthly Rent
$ 2,843 (payable for the period commencing on December 1, 2023)
$ 2,843 + annual CPI Adjustment, beginning on July 1, 2024

This will reflect fair market values received from comparable airports.

In addition to the monthly ground rent, Skyview will pay the Airport $500 per sale of new aircraft, percentage rent of one percent (1%) of all Gross Receipts from the operation and management of the Premises, forty percent (40%) of all gross amounts due from sublessee to sublessor in the advent of a sublease, and thirty percent (30%) of gross tie downs collected.

All revenues as a result of this Lease will go to the Airport Enterprise Fund.

COORDINATION

Staff coordinated with the Finance Department to ensure the financial requests in the lease agreement met the needs of the City regarding payment and auditing purposes. The City Attorney's Office was instrumental in assisting staff with the creation of an agreement that is to the benefit of both the City and Riya while following legal requirements of the FAA deed restrictions and standard market terms for these types of agreements.

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

That the City Council hereby approve a Resolution approving a new Lease between the City of Tracy and Riya Enterprises, LLC for Fixed Base Operation Facilities at the Tracy Municipal Airport, for a Term of Ten Years, at an Initial Monthly Base Rent of $2,843.00.

Prepared by: Paula Jessup, Airport Manager

Reviewed by: 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 – Lease Agreement Between City of Tracy and Riya Enterprise, LLC.

LEASE BETWEEN THE CITY OF TRACY AND RIYA ENTERPRISE, LLC FOR FIXED BASE OPERATION FACILITIES

THIS LEASE is made and entered into this 1st day of December 2023 by and between the City of Tracy ("Lessor"), a municipal corporation, and Riya Enterprise, LLC ("Lessee"), a Limited Liability Company.

RECITALS

WHEREAS, Lessor acquired the real property located at 5749 South Tracy Blvd., Tracy, CA ("Property"), and commonly known as the Tracy Municipal Airport ("Airport"), from the United States Government pursuant to the powers granted in the United States Surplus Property Act of 1944, as amended ("Act"), through a grant deed dated May 6,1947; and

WHEREAS, said grant deed conveyed to Lessor fee title to the Property, subject to various deed restrictions and encumbrances, one of which is that the Property may be used for "public airport purposes only"; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the Property through a long-term lease, to operate a fixed base operation facility and to provide aeronautical services to Airport users and the general public; and

WHEREAS, Lessor has determined that Lessee has the capacity to operate such facilities and provide such services, which will benefit the aeronautic public in and around the City; and

WHEREAS, a long-term lease of public land is considered a "disposition" under the California Surplus Land Act (Government Code 54220 et seq.), but not under the Tracy Municipal Code ("Code"); and

WHEREAS, pursuant to the authority granted in Resolution 2022-140, Lessor has declared the entire Property "exempt surplus property" pursuant to Government Code Section 54221(G) of the California Surplus Land Act, which provides that exempt surplus land includes land that is subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site; and

WHEREAS, pursuant to Section 2.20.280(a) of the Tracy Municipal Code, the City Council may authorize the execution of leases with terms up to 55 years, unless the provisions of Government Code 37380 are followed; and

WHEREAS, pursuant to Resolution 2022-140, the City Council authorized the execution of this Lease, as it is consistent with the recorded deed restrictions, on the terms and conditions set forth in this Lease;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **RECITALS.** The parties agree that the foregoing Recitals are factually accurate and hereby incorporated as terms of this Lease.

LEASE BETWEEN THE CITY OF TRACY AND RIYA ENTERPRISE, LLC FOR FIXED BASE OPERATION FACILITIES

THIS LEASE is made and entered into this 1st day of December 2023 by and between the City of Tracy ("Lessor"), a municipal corporation, and Riya Enterprise, LLC ("Lessee"), a Limited Liability Company.

RECITALS

WHEREAS, Lessor acquired the real property located at 5749 South Tracy Blvd., Tracy, CA ("Property"), and commonly known as the Tracy Municipal Airport ("Airport"), from the United States Government pursuant to the powers granted in the United States Surplus Property Act of 1944, as amended ("Act"), through a grant deed dated May 6,1947; and

WHEREAS, said grant deed conveyed to Lessor fee title to the Property, subject to various deed restrictions and encumbrances, one of which is that the Property may be used for "public airport purposes only"; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, a portion of the Property through a long-term lease, to operate a fixed base operation facility and to provide aeronautical services to Airport users and the general public; and

WHEREAS, Lessor has determined that Lessee has the capacity to operate such facilities and provide such services, which will benefit the aeronautic public in and around the City; and

WHEREAS, a long-term lease of public land is considered a "disposition" under the California Surplus Land Act (Government Code 54220 et seq.), but not under the Tracy Municipal Code ("Code"); and

WHEREAS, pursuant to the authority granted in Resolution 2022-140, Lessor has declared the entire Property "exempt surplus property" pursuant to Government Code Section 54221(G) of the California Surplus Land Act, which provides that exempt surplus land includes land that is subject to valid legal restrictions that are not imposed by the local agency and that would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site; and

WHEREAS, pursuant to Section 2.20.280(a) of the Tracy Municipal Code, the City Council may authorize the execution of leases with terms up to 55 years, unless the provisions of Government Code 37380 are followed; and

WHEREAS, pursuant to Resolution 2022-140, the City Council authorized the execution of this Lease, as it is consistent with the recorded deed restrictions, on the terms and conditions set forth in this Lease;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **RECITALS.** The parties agree that the foregoing Recitals are factually accurate and hereby incorporated as terms of this Lease.

2. **DEFINITIONS:** In addition to the capitalized terms defined in this Lease, the following terms shall have the following meanings:

   A. Aircraft: An airplane, helicopter, or other machine capable of flight

   B. Airport Manager: An employee of Lessor responsible for supervising the operations of the Airport

   C. Apron Area: Paved area of the Airport designated by the Airport for the loading and unloading of passengers, or the servicing, fueling, or parking of Aircraft

   D. Aviation Fuel: Specialized fuels used to power Aircraft

   E. Commercial Aeronautical Activity: Any activity that relates to the operation of Aircraft with the purpose of securing compensation; shall not include any activity that does not serve an aeronautical purpose

   F. FAA: The Federal Aviation Administration

   G. Fixed Based Operation or FBO: A major airport aviation business granted the privilege of providing a wide range of aviation related sales and services to the general aviation public, as well as the obligation to provide a number of basic services necessary to support general aviation aircraft users

   H. Flight Instruction School: Facility through which pilot training is provided to the general public, currently known as Skyview Aviation

   I. Public Restroom: the restroom owned by Lessor, located on the Property, as shown on Exhibit B

   J. Tie-Down: A clearly marked and paved area suitable for the parking of single Aircraft where suitable tie-down points to secure such Aircraft have been located

3. **PREMISES/MINIMUM USES:**

   A. Premises. Lessor hereby leases to Lessee, for exclusive use and control, that portion of the Property shown in Exhibit C (referred to as the "Hangar Area") and that portion of the Property shown Exhibit D (referred to as the "Apron Area"), attached hereto (the Hangar Area and the Apron Area shall be referred to, collectively, as the "Premises"). The Hangar Area is improved with paved surface areas and a hangar building that has restrooms, office space, HVAC, and requisite utilities. In addition to the lease of the Premises and use of the existing improvements, Lessee shall have the foregoing rights, on behalf of itself, its employees and invitees:

      i) Lessee shall have a non-exclusive license to use the Public Restroom, subject to the performance of the obligations set forth in Section 12.
      ii) Lessee shall have a non-exclusive license to ingress and egress to and from the Property and travel on and across the common areas of the Property, in the most

reasonably direct manner necessary to access all areas of the Premises as well as the Public Restroom.

iii) Lessee shall have the right to, exclusively, locate, maintain and replace, as necessary, the existing portable double-wide trailer located within the Hangar Area in which the Flight Instruction School operates ("Trailer"). Lessee is permitted to place portable outdoor furniture, cooking grills and a propane tank alongside the Trailer, subject to Lessee's acknowledgement and agreement that Lessor has no responsibility to replace or repair such items or provide security or theft protection for such items, and that Lessee hereby indemnifies Lessor for all claims, damage or costs incurred by any act or omission of Lessee or any third parties resulting from such items.

iv) Lessee shall have the non-exclusive use of the striped parking area located in between the Public Restroom and the Trailer; provided, however, that Lessee acknowledges that such area is not secured or gated and agrees and that third parties occasionally may use such parking area. Lessee agrees that Lessor has no responsibility for vacating or managing any such third parties.

B. Minimum Uses. Lessee is required to operate a Fixed Based Operation facility on the Premises in accordance with federal, state, and Lessor laws and regulations as well as rules and requirements applicable to the Airport and in accordance with market standards for FBOs in Northern California. Lessee acknowledges and agrees that Lessee's right to operate an FBO on the Premises is a non-exclusive right and that Lessor shall have the right to separately provide any of the uses set forth herein, including granting one or more parties the right to operate additional FBOs at the Property. Notwithstanding the generality of the foregoing, in conducting the FBO at the Premises, Lessee shall provide the following services and uses:

i) Aviation Fuel: Lessee shall operate fuel trucks containing Aviation Fuel, and related equipment, solely within the Premises and on the following terms:

a) Lessee shall operate any requisite fuel trucks and equipment, including adequate ramp service for lessor flight school users, with a qualified attendant available on the ramp, to ensure a successful and mutually agreeable transfer of the Aviation Fuel from Lessor's fueling facilities to Lessee's trucks and equipment.

b) Lessee shall purchase Aviation Fuel directly from the Airport, at the following cost: an amount equal to the sum of: (1) Lessor's cost, as shall be determined by Lessor, (2) applicable federal and state taxes, per gallon of fuel, and (3) a fuel flowage fee to be determined by Lessor, based on the type of Aviation Fuel.

c) Payment for the Aviation Fuel shall be remitted to Lessor within ten (10) days of receiving the Aviation Fuel. Unless otherwise provided herein, Lessee shall otherwise have no right to offer for sale, store, sell, or deliver any other Aviation Fuels or propellants anywhere at or nearby the Airport and/or from Lessor-owned fueling equipment or to anyone other than customers of the Flight Instruction School and for Aircraft operated by Lessee and its officers.

ii) Flight Instruction School: Lessee shall operate a Flight Instruction School in the Hangar Area and shall take all commercially reasonable efforts necessary to maintain such operation in good standing and reputation. In conjunction with such use, Lessee shall have the following additional rights and obligations:

a) Lessee may store Aircraft owned or operated by Lessee, or Aircraft used for the Flight Instruction School, only within the Apron Area.

b) Lessee shall ensure that the Flight Instruction School utilizes only certified flight instructors and Aircraft.

c) Lessee may offer instruction, through the Flight Instruction School, for experimental aircraft, drones, and similar types of flying devices.

iii) Apron Area/Tie-Downs:

a) Within the Apron Area of the Premises, Lessee shall have the right to the second and third rows of designated Tie-Downs, consisting of twenty-one Tie-Down spaces, as shown more clearly on Exhibit D. Any additional Tie-Down spaces desired by Lessee shall be dependent upon Lessor's availability and payment by Lessee of an additional monthly fee per Tie-Down. Any Tie-Down spaces used by Lessee in excess of the twenty-one Tie-Down spaces included within the Premises shall be documented as a written amendment of this Lease, which may be effectuated administratively by the City Manager.

b) Lessor reserves the right to modify, upon ten (10) days' written notice, the location of the Tie-Downs, for any reason, in which case the parties shall amend Exhibit D to reflect the modified Premises. Such modification may be effectuated administratively by the City Manager.

c) The designated Tie-Downs may be used by Lessee only for the storage of Aircraft owned or operated by Lessee, the temporary storage of Aircraft under control of Lessee, or in conjunction with the Flight Instruction School. Lessee is not allowed to lease, rent, or otherwise permit any designated Tie-Downs to be used by any third party or for any other purpose without the express written consent of the City, except that Lessee shall have the right to rent Tie-Downs for daily, overnight rentals only, subject to Lessee's timely payment of Tie Down Percentage Rent pursuant to Section 5C.

d) Lessee shall operate the Tie-Downs so as to provide sufficient space to store Aircraft and maneuver such Aircraft into and out of each Tie-Down space.

iv) Maintenance/Repairs:

a) Lessee shall provide maintenance, repair, and servicing of general aviation Aircraft, Aircraft engines, and parts, propellers but excepting specialized aircraft repair services such as paint.

b) In conjunction with the services provided under subparagraph (a), Lessee shall maintain an adequate inventory of Aircraft parts and accessories necessary to maintain, repair, and service general aviation Aircraft.

c) Lessee shall be permitted, but not required, to provide Aircraft cleaning and detailing services.

v) Sales and Other Services:

a) Lessee shall sell, to the patrons of the Flight Instruction School and general aviation users, oils and lubricants of the kind customarily used by general aviation users.

b) Lessee shall be permitted to sell food and beverages to its patrons and the Airport generally, but any such sales must occur within the Hangar Area only.

c) Lessee shall be permitted, but not required, to sell, lease and manage used and new Aircraft.

d) Lessee shall be permitted, but not required, to provide sales and services of miscellaneous aviation related equipment and services, to the extent such sales and services do not conflict with expressly prohibited uses under this Lease.

e) Lessee shall be permitted, but not required, to operate specialized commercial flying services such aerial survey, photography, and mapping, to the extent such services do not conflict with the patrons of the Airport or Lessor's operation.

vi). Storage:

a) Lessee may temporarily (up to 180 days) store up to four (4) fifty-three (53) foot long (or shorter) cargo containers on the Premises, but only within the Hangar Area. In addition to the foregoing, Lessee shall have the right to store, within the Hangar Area only, one fifty-three (53) foot long (or shorter) cargo container for the duration of this Agreement, subject to such container being maintained by Lessee in a satisfactory physical condition.

b) No materials, supplies, products, equipment, or other personal property (except for Aircraft, ramp equipment, or vehicles in regular use) shall be stored outside on the Premises. Lessee shall store all items inside the Hangar building or the Trailer, in a safe, neat, and sanitary manner.

c) Lessee shall provide adequate enclosures and/or suitable covered metal receptacles throughout the Premises for the short-term accumulation and storage

of solid waste, such as rubbish, trash, garbage, sludge, discarded machinery or parts, and any other solid industrial wastes. Such enclosures and/or covered metal receptacles shall be designed in such a way as to prevent odors, fumes, attraction of pests, and dispersal of wastes due to wind or water runoff and shall be serviced frequently by qualified waste removal and disposal services.

vii). Prohibited Uses. Any use not expressly permitted under subparagraph B shall be prohibited. Notwithstanding the generality of the foregoing, Lessee shall not permit trailers, recreational vehicles, and/or personal motor vehicles within any area of the Premises. Any expansion or modification of the permitted uses shall require a written amendment to the Lease, which may be effectuated administratively by the City Manager.

4. **TERM:**

A. Term: The "Term" of this Lease shall be for a period of 120 months, commencing on December 1, 2023 ("Commencement Date"), and terminating on November 30, 2033 ("Expiration Date").

B. Rights of First Offer: Lessee shall have two rights of first offer as set forth herein.

i) Lessee shall have a right of first offer to enter into a new lease for the Premises ("New Lease Right of First Offer"), which new lease shall commence as of the Expiration Date.
ii) In addition to the New Lease Right of First Offer, Lessee shall have a right of first offer to lease an 1.6-acre parcel on Lessor's Property ("Parcel Right of First Offer") as depicted on Exhibit E" attached hereto ("Parcel").
iii) The New Lease Right of First Offer and the Parcel Right of First Offer shall collectively be referred to as the "Rights of First Offer".
iv) Lessee shall provide the City written notice, no earlier than twelve months and no later than six (6) months prior to the Expiration Date, of its exercise of either or both Rights of First Offer. Lessee shall have the discretion as to whether to exercise one or both Rights of First Offer, but Lessee may exercise both Rights of First Offer only at the same time if Lessee elects to exercise both. Lessee shall be entitled to exercise the Rights of First Offer only if Lessee provides notice on a timely basis and no event of default exists at the time of notice.
If Lessee does not timely exercise the Rights of First Offer, Lessor shall be free to lease the Premises and/or the Parcel to a third party, as the case may be, upon the Expiration Date.
v) Upon receipt of timely notice from Lessee, Lessor shall negotiate in good faith with Lessee the terms and conditions of a new lease and/or the Parcel, as the case may be. Lessee acknowledges and agrees that Lessor is not obligated to enter into a new lease for either the Premises or the Parcel if the parties are unable to reach terms and that any agreement reached shall require legislative approval by the City Council and be documented through the execution of new agreements by the parties.
vi) The financial terms of the New Lease First Right of Offer shall be determined as set forth in Section 5 below.

5. **GROUND RENT, PERCENTAGE RENT, PAYMENTS, FEES, AND SECURITY:**

A. Ground Rent: Commencing as of the Commencement Date, Lessee shall be obligated to pay "Ground Rent" to Lessor in the amount of $2,843.00 on the tenth day of each month during the Term of the Lease. If the Lease is executed in the middle of a calendar month, a pro-rated amount of Ground Rent will be due for the first month of the Term. Ground Rent shall increase as set forth in Section 6 below.

B. New Lease First Right of Offer: Lessor shall provide, as a part of the terms of the New Lease First Right of Offer, a total rent due by Lessee under such New Lease, of the following:

i) A new Ground Rent based upon then prevailing fair market rental value of the Premises. Lessor determination of rental value shall be conclusively determined to be fair market, as long as Lessor's determination is based upon an independent third-party appraiser. Should the fair market rate be determined to be lower than the Ground Lease due by Lessee prior to the Expiration Date, then the Ground Rent due on the first year of the term of the New Lease shall be the same as such previously owed Ground Rent and shall be subject to CPI adjustments on the same terms as set forth in this Agreement.

ii) Percentage Rent payable by Lessee, in addition to Ground Rent, an amount equal to one percent (1%) of all Gross Receipts collected by Lessee (such amount due being referred to as "Percentage Rent"). As used herein, "Gross Receipts" shall mean the gross revenue, income and/or sales received by Lessee from all activities directly conducted on the Premises or indirectly (e.g., through online sales or offsite) from Lessee's business operations conducted on the Premises, but excluding the following:

(a) Any amount for sales tax, luxury tax, excise tax or similar tax required by law to be added to the total purchase price and collected by Lessee and remitted to a governmental agency;

(b) Income or receipts that, under generally accepted accounting principles, are derived from the sale or disposal of any Lessee's capital assets, which shall not include Aircraft which are covered by subparagraph iii below, or from the retirement of any indebtedness, or from Lessee's investment of any funds not invested in the Premises; or

iii) A list of specific tenant improvements required to be completed by Lessee as additional consideration for the New Lease.

C. Other Payments: Commencing as of the Commencement Date, the Lessee shall pay, in addition to Ground Rent, the following:

i) A flat amount of Five Hundred Dollars ($500) for each Aircraft sold by Lessee, whether at the Premises, through an online transaction or at some other location.

ii) Thirty Percent (30%) of gross Tie Down fees collected by Lessee ("Tie Down Percentage Rent").

D. Payments: Ground Rent, Other Payments, and Percentage Rent shall, collectively, constitute "Rent". Payment of Ground Rent shall be made payable to the City of Tracy and must be received on or before the tenth day of each quarter by Lessor's Finance Department, 333 Civic Center Plaza, Tracy, California 95376.

i) Percentage Rent shall be calculated for each three-month period and paid to Lessor no later than the end of the subsequent month as reported on FBO FACILITIES REPORT (see Section 16).

E. Late Payments and Fees for Denied Payment: Lessee is responsible for timely payment of Rent and all additional amounts owed under this Lease, without notice or demand and without deduction, diminution, abatement, counter claim, or setoff of any amount for any reason whatsoever, to Lessor. In the event any payment is not received by Lessor on the due date, Lessee shall, without notice, pay late charges in the amount of ten percent (10%) on the unpaid balance each month that the payment remains unpaid. If payment remitted by check or other negotiable instrument is presented for payment to the appropriate institution and denied for insufficient funds, such payment shall be subject to a reprocessing fee subject to current master fee schedule.

F. Security Deposit: Upon the Commencement Date of this Lease, Lessee shall pay to Lessor the sum of Six Thousand Dollars ($6,000.00) as a security deposit for faithful performance of Lessee's duties under this Lease. If Lessee shall default on any of the terms of this Lease, and Lessor chooses to cure the Lessee's default at any expense to Lessor, it may resort to the security deposit for such purpose. In such event, Lessee shall reimburse the Lessor for such portion expended from the security deposit no later than the next due date of Ground Rent. Any unused security deposit existing at the termination of this Lease that is not already used to offset damage, if any, caused to the Premises by Lessee's use of the Premises, reasonable wear and tear excepted, or that is otherwise used toward outstanding Rent, shall be refunded to Lessee within three (3) months after termination.

6. **ANNUAL INCREASE OF RENT:** Beginning on July 1, 2024, and for each twelve (12) month anniversary thereafter, the Ground Rent due each month for the upcoming twelve months of the Term shall be increased by the then-current City Adjustment Factor. The City "Adjustment Factor" shall be a percentage calculated as follows:

The Ground Rent increase shall be determined by calculating the Consumer Price Index ("CPI") for all Urban Consumers for the West (1982-84 = 100) as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or its successor, for the preceding one (1) year period ending on December 31st. In the event there is a decrease in the CPI, the Ground Rent for such twelve (12) month period in question shall be the same as the Ground Rent for the preceding twelve (12) month period. In addition to the foregoing, no adjustment shall be made in which the Ground Rent due for the twelve (12) month period commencing on July 1, 2024, is below Three Thousand Dollars ($3,000.00).

7. **RIGHT OF FLIGHT:** There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of Aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause within said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the Airport.

8. **TERMINATION DATE AND SURRENDER:**

   A. Termination Date: This Lease shall terminate on the earlier to occur of the following: 1) the Expiration Date or 2) the effective date of termination pursuant to Lessor's exercise of remedies for an event of default under Section 37 (either event, the "Termination Date").

   B. Surrender: On the Termination Date, Lessee shall surrender fully the Premises and remove, at Lessee's sole expense, all Aircraft owned or controlled by Lessee and Lessee's personal property from the Premises. Lessee shall deliver the Premises to Lessor in good and clean condition and repair. Lessee shall be liable for any and all damage to the Premises caused during the Term. In the event Lessee does not remove Lessee's property, including Aircraft, from the Premises within thirty (30) days of the Termination Date, Lessor may elect with regard to all or any such property, in Lessor's sole discretion and without further notice to Lessee, to do any of the following: (i) remove such property from the Premises and dispose of it, in which case Lessee shall reimburse Lessor upon demand for all costs of removal and disposal; (ii) take full possession and ownership of such property, in which case Lessee shall not be responsible for removal or disposal cost, nor entitled to any proceeds of any sale or rental by the Lessor of such property; or (iii) in the case of personal property (including Aircraft), to deem such property abandoned personal property and proceed with notice and foreclosure sale according to and in compliance with the terms of California Civil Code Section 1993, et seq.

9. **COMPLIANCE WITH LAWS AND REGULATIONS:** Throughout the Term, Lessee shall comply with the following:

   A. Tracy Municipal Code, Title 2, Chapter 2.28, Tracy Municipal Airport and New Jerusalem Airport;

   B. FAA Airport Sponsor Grant Assurances, attached hereto as Exhibit "F".

   C. All applicable ordinances, rules and regulations established by any federal, state, or local government agency exercising jurisdiction over the premises and activities at the Premises, as the same may be amended from time to time.

   D. Primary aeronautical uses of the Premises and/or the Property.

   E. All security measures that may be imposed from time to time by Lessor or any other applicable governmental agency; and

F. All conditions of any rules or ordinances relating to noise standards at the Airport, as may be approved from time to time by the Lessor, including evidence that Lessee is providing quarterly noise abatement training to pilots of Aircraft located on or using the Premises.

10. **"AS IS" CONDITION/WITH ALL FAULTS.** Lessor acknowledges and agrees that Lessor is leasing the Premises to Lessee in an "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS and that the Lessor makes no representations or warranties, either express or implied, as to the condition of the Premises or any improvements thereon, as to the suitability or fitness of the Premises or any improvements thereon, as to any law, or any other matter affecting the use, value, occupancy, or enjoyment of the Premises, as to any other matter whatsoever. The Lessor shall have no responsibility to prepare, repair or modify the Premises in any way for Lessee's prior to the Commencement Date or during the Term, except as otherwise indicated in this Lease. Lessee further acknowledges that neither the Lessor nor any employee, representative, or agent of the Lessor has made any representation or warranty, express or implied, with respect to the Premise or any improvements thereon. Lessee further acknowledges and agrees that the Trailer and all improvements and property located within or around it related to the Flight Instruction School are owned by Lessee and that Lessee has the sole responsibility to maintain or replace any such improvements or property. The provisions hereof shall survive the Termination Date of this Lease.

11. **ALTERATIONS AND ADDITIONS.** Lessee shall not make any alterations or additions to the Premises without the prior written consent of Lessor. At surrender, Lessee shall remove, at the request of Lessor, any alterations and additions made by Lessee, whether permitted or not by Lessor, and restore the Premises to the condition of the Premises existing before such alterations and additions, at Lessee's sole cost and expense.

12. **MAINTENANCE AND REPAIRS.**

A. Lessee's maintenance and repair responsibilities shall be as set forth herein, which shall be at Lessee's sole cost and expense.

i) Lessee shall maintain the Premises in as good a condition and repair as it is on the Commencement Date of this Lease, reasonable wear and use excepted.
ii) Without limiting the generality of the foregoing, Lessee shall be responsible for minor repairs and maintenance of the Premises and all improvements thereon, including, without limitation, the replacement of light bulbs, normal repair and cleaning of windows, and cleaning and clearing of toilets, sinks, drainage, and sewage lines.
iii) The Lessee shall properly and promptly remove all rubbish and hazardous wastes from the Premises and see that the same are properly disposed of according to all local, state, or federal laws, rules regulations or ordinances.
iv) In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for

seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

v) Lessee shall retain a janitorial company to voluntarily provide weekly deep cleaning of the Public Restroom.

vi) Lessee shall be responsible for all janitorial and routine cleaning within the Premises, including all improvements located therein.

vii) All maintenance, repairs, and replacements shall be of a quality substantially equal to the original material and workmanship and consistent with approved plans. Lessor shall be the sole reasonable judge of the maintenance standards required.

B. Lessor's maintenance and repair responsibilities shall be as set forth herein

i) Lessor shall be responsible for the repair and replacement of the shell of the Hangar facility including the roof and exterior walls and replacement of windows and doors.

ii) Lessor shall also be responsible for the repair or replacement of Lessor-owned plumbing (but not for routine plumbing issues, such as clogged pipes or leaks), intrusion and fire detection systems, HVAC systems, lighting fixtures, and electrical wiring and conduits, telecommunications systems, including any meters, located within, or serving the Hangar building.

iii) Lessor shall be responsible for the repair and maintenance of the Public Restroom, except as otherwise provided for in subparagraph A(v).

iv) Lessor shall be responsible for the repair and striping of the paved surface areas of the Premises, but only to the extent such work is a result of normal wear and tear or Acts of God and not the result of acts or omissions of Lessee, its employees, contractors, or invitees, and in the manner and time deemed reasonable by Lessor.

v) At the Lessor's earliest convenience, an electronic gate will be installed at the main entrance replacing the existing gate infrastructure per FAA and Lessor's standards.

13. **INSURANCE:** Lessee shall procure and maintain, at its own cost and expense, always during the term of this Lease, the following policies issued by insurance companies authorized to do business in California, with a financial rating of at least an A-status (unless otherwise stated below) as rated in the most recent edition of Best's Insurance Reports:

A. Commercial General Liability and Property Damage Insurance: Lessee shall obtain and maintain, owner, landlord, and Lessee Commercial General Liability Insurance with a financial rating of at least an A- or P status (pooled insurance coverage) covering and insuring all parties hereto (including City of Tracy and its officers, agents, and employees as additional insureds under the policy or policies) with a minimum combined single limit coverage of Two Million and No/100 Dollars ($2,000,000) for all damages due to bodily injury, sickness or disease, or death to any person and damage to property, including the loss of use thereof, arising out of each accident or occurrence arising out of ownership, maintenance, or use of the Premises and all operations necessary or incidental thereto.

B. Fire Insurance: Lessee shall insure for fire and extended coverage risks all personal property, improvements, and alterations in, on, or about the Premises. Such insurance shall be in an amount equal to one hundred percent (100%) of insurable, full replacement value of any improvements located thereon, and shall include vandalism and malicious mischief endorsements. Said fire insurance policies shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder. Lessor and its officers, agents, and employees shall be named as additional insureds in such policy or policies.

C. Casualties: In the event of damage to or destruction of any buildings or other improvements on the Premises ("Insured Improvements") more than twenty-five percent (25%) of the then replacement value of such Insured Improvements, Lessee shall determine whether to repair or replace the Insured Improvements. If Lessee determines to repair or replace the Insured Improvements, the proceeds of any insurance policy paid on account of such damage or destruction shall first be applied to the cost of repairing or replacing the Insured Improvements. If Lessee determines not to repair or replace the Insured Improvements, Lessee may terminate this Lease upon written notice to Lessor within thirty (30) days of such damage or destruction. If any Improvements erected on the Premises are damaged or destroyed because of any uninsurable cause or risk at the time of destruction, in the amount of at least twenty five percent (25%) of the replacement cost of all Improvements, Lessee shall have the option to either terminate this Lease or to replace and rebuild the Improvements, so they are in substantially the same condition as they were in immediately before such damage or destruction. Lessee shall give written notice of its election to Lessor within forty-five (45) days of the date of the loss or destruction of the Improvements. If Lessee elects to terminate this Lease, this Lease shall terminate. Lessee shall have one hundred eighty (180) days to commence repair or restoration of the Improvements and shall diligently pursue the completion of such Improvements

D. Worker's Compensation. Lessee shall obtain workers' compensation insurance as required by law, covering all employees of Lessee, and said insurance shall be kept in force during the entire term of this Lease.

E. Form of Policies. All policies of insurance required by this Section shall be in such standard form and written by such qualified insurance companies as shall be satisfactory to Lessor. Evidence of such insurance shall be provided by Lessee by filing with Lessor a copy of the policy and policies, together with a duly executed certificate of insurance to the effect that the insurance required by this Lease is extended in favor and consistent with the terms set forth herein. All such certificates shall require a separate Additional Insured Endorsement stating that "City of Tracy, its officers, agents, and employees" are named as additional insureds under such policy or policies. Said policy or policies or certificates shall contain a provision that written notice of policy lapses, cancellation or any changes thereto shall be delivered to Lessor no fewer than thirty (30) days in advance of the effective date thereof. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to Lessee and Leased facility or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include but not be limited to blanket

contractual; products/completed operations; hangar-keepers' liability, and broad form Property damage.

F. Other Insurance Provision. The general liability policy is to contain, or be endorsed to contain, the following provisions:

i) The Lessor, its officers, elected and appointed officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor, its officers, elected and appointed officials, employees, agents, or volunteers.

ii) Lessee's insurance coverage shall be primary insurance as respects the Lessor, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, agents, or volunteers shall be excess of Lessee's insurance and shall not contribute with it.

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

iv) Coverage shall state that Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Lessor by the carrier.

G. Verification of Coverage. Lessee shall furnish a copy of these requirements to Lessee's insurance agent. The agent shall furnish the Airport Manager with certificate(s) of insurance and original endorsements evidencing coverage required by this clause. By sending the requisite documents, the agent is certifying Lessee maintains the appropriate coverage. The documents are to be signed by a person authorized by that insurer to bind coverage and endorse policies on its behalf. All documents are to be received by the Airport Manager before Lessee takes possession or begins work on the Premises. The Lessor may for any reason require Lessee to provide complete, certified copies of all required insurance policies affecting the coverage required by these specifications no more frequently than reasonable to verify insurance coverage. Lessee, or its insurance agent, shall furnish the Lessor with evidence of insurance thirty days prior to expiration of the current certificate(s), and direct those to:

City of Tracy
City Manager's Office
333 Civic Center Plaza
Tracy, CA 95376

H. Notice. Lessee shall give Lessor prompt and timely notice of any claim or suit of which it has knowledge, and which could in any way directly, contingently, or otherwise affect

either Lessee or Lessor or both, and both Lessee and Lessor shall have the right to participate in the defense of such claim or suit to the extent of its respective interest

14. **FIRE FIGHTING EQUIPMENT:** Lessee shall provide fire extinguishers within each hangar or building and near outside aircraft parking areas according to the requirements of applicable codes and regulations.

15. **ACCOUNTING RECORDS AND ACCESS TO LESSEE'S ACCOUNTS:** It is mutually understood and agreed that Lessee shall keep acceptable accounting records according to standard approved accounting procedures for income tax purposes during the duration of this Lease and for at least five (5) years after the Termination Date of the Lease. Lessor shall have access to the Lessee's accounts and records relating to expenses and revenues at any time during the normal business hours upon three (3) days' notice for the purposes of audit. Failure to provide such access shall be deemed a material breach of this Lease and Lessor may, at its sole discretion, terminate the Lease and/or exercise any other remedies available to it.

16. **FBO FACILITIES REPORT:** Lessee shall submit a written report regarding any repairs to the Premises (the "FBO facilities Report") every quarter to the Lessor for the duration of this Lease. The FBO facilities Report shall be in writing and delivered to the Lessor on or before the fifteenth (15th) day after the end of the prior quarter. The FBO facilities Report shall be sent to Lessor's Department Director or Designee and shall include, but shall not limited to the following:

    A. Repairs made during the reporting quarter.

    B. Costs of repairs made during the reporting quarter including original receipts for labor and materials.

    C. Date project commenced and date of completion for repairs made to the FBO facilities during the reporting quarter.

    D. Profit and loss statement and gross revenues generated from use of the FBO facilities during the reporting quarter.

17. **AIRCRAFT SERVICE BY OWNER OR OPERATOR:** Lessee acknowledges and agrees that no right or privilege has been granted herein that would prevent any person, firm, or corporation operating Aircraft on the Airport from performing any services (including, but not limited to, maintenance and repair) on its own Aircraft, with employees of such person, firm, or corporation.

18. **HOURS OF OPERATION:** Lessee agrees to conduct operations within a set schedule of hours, which schedule shall be filed with and approved by the Lessor. Once such schedule has been approved by Lessor, Lessee may not modify or reduce its hours of operation without written consent of the designated of Lessor; provided, however, the foregoing shall not apply during any period when the Airport is closed by any lawful authority restricting the use in such a manner as to interfere with use by the Lessee for its business operations

19. **LESSOR'S RIGHTS:** Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities not specified in Section 12 (maintenance section) of the Airport, together with the right to direct and control all activities of Lessee related to this landing area.

20. **UTILITIES:** Lessee shall pay all utilities used or consumed on the Premises, including, but not limited to gas, water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, and telephone services. Lessee shall be responsible for opening and maintaining utility accounts directly in its name. Lessee acknowledges and agrees that any reduction or interruption of utility services is not the responsibility of Lessor.

21. **OWNERSHIP OF REPAIRS:** Lessee acknowledges and agrees that the Premises are owned by the Lessor, and that any repairs made by Lessee pursuant to Section 12 or otherwise shall be owned by the Lessor. Any personal property or fixtures placed upon the Premises by the Lessee shall remain the property of Lessee throughout the Term of the Lease.

22. **CASUALTY:** If the Premises, or the means of access thereto, is damaged by fire or any other cause, the Ground Rent payable hereunder shall not abate. In the event of loss of or material damage to the Premises, Lessee shall repair the Premises within twenty-one (21) days following written notice to Lessee or, if Lessee has in good faith commenced such repair within such 21-day period, in a reasonable time thereafter. In the event such repair has not been timely completed as provided in this Section 22, such non-performance shall be considered a breach of contract, and the Lessor shall have the right to enter the Premises and conduct any necessary repairs pursuant to Section 27 herein, in addition to any other remedies available to it. In addition, Lessee may obtain business interruption insurance to ensure it has adequate coverage for interruptions in operational revenue resulting from any such casualties.

23. **LIABILITIES, INDEMNITIES AND FORECE MAJURE:**

    A. Lessee shall defend, indemnify and hold harmless Lessor (inclusive of its subsidiaries, affiliates, as now or hereafter constituted) and its officers, directors, agents, employees, and contractors, from and against any and all cost, liability, fine, penalty, damage or injury, including cost of suit and expenses of legal services, claimed or recovered by any person or entity, arising out of or relating to use of the Premises, or any activity, work, or other things done, permitted or suffered by Lessee in, on, or about the Premises by Lessee, its invitees, agents, employees, or contractors , or any breach or default by Lessee in the performance of any obligation of Lessee set forth in this Lease ("Contract Damages"), except in the event that such damages arise from Lessor's sole negligence or willful misconduct.

    B. Lessee shall indemnify Lessor and pay any taxes or penalties imposed by any governing authority arising from or related to Lessee's failure to comply with or violation of any local, state, or federal rule related to Lessee's use of the Premises. Any such sum shall be paid within ten (10) days of written demand by Lessor.

C. Neither party shall be liable for its respective failure to perform this Lease, or for any loss, injury, damage, or delay of any nature whatsoever, resulting from or caused by an act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war; provided, however, that Lessee shall not be excused for any such reason from its obligation to pay Ground Rent in a timely manner as provided herein.

24. **RISK OF LOSS:** Lessee bears all risk of loss or damage to the Premises and any property stored throughout the Premises, whether caused by fire, water, earthquake, theft, terrorism, or any other reason. Lessor shall not provide insurance for the Premises, or any property stored therein. Lessee acknowledges that insurance is available from independent insurance companies to protect Lessee in the event of damage or loss.

25. **SECURITY:**

A. Lessor shall have no obligation to provide security to the Premises. Lessee shall always secure the Premises and shall do their due diligence to prevent unauthorized pedestrian and vehicular access to the Apron Area and to any portion of the Premises on which Aircraft are located. Direct or indirect points of entry to the aircraft operating area to accommodate authorized individuals and authorized vehicles shall be controlled by Lessee in compliance with FAA and Airport security requirements. Lessee shall also provide security for facilities on the Premises, including but not limited to vehicular parking lots, aircraft tie down aprons, buildings, hangars, fuel storage areas, and shops. If at any time during the term of this Lease additional security requirements are imposed on the Airport by the FAA or any other agency having jurisdiction over the Airport, Lessee shall comply with said security requirements on the Premises at Lessee's sole expense. If Airport is fined by the FAA for a security violation caused by Lessee, Lessee shall immediately reimburse Lessor upon demand.

B. Lessee also agrees to ensure the Airport's main access gate located on Tracy Boulevard is opened at the beginning of each business day and closed at the end of each business day. If a maintenance issue should arise with the main access gate, the Airport Manager is to be notified immediately. Lessee may, at its option, extend the hours of any business day and must ensure that Lessee's staff is available during those extended hours to provide an appropriate level of customer service to airport visitors. Lessee shall develop positive key control and Apron access procedures for its staff and customers while at Lessee's Premises and comply with the pertinent reporting requirements to the FAA, the Department of Homeland Security, and law enforcement agencies.

C. Lessee shall ensure that gates allowing access onto the Apron area are not left open unless always staffed. When opening a gate for deliveries, the gate shall be immediately closed upon entrance or exit of the delivery vehicle.

26. **ENVIRONMENTAL RESPONSIBILITES OF LESSEE:** Lessee shall comply with all the requirements of the San Joaquin County Hazardous Materials Permit. Lessee shall prepare and maintain a written Spill Prevention Contingency and Control Plan ("Plan"). The Plan shall be approved by the Fire Chief of the South San Joaquin County Fire Authority. The

approved Plan shall be kept current, and a copy of the most current version shall be submitted to the Airport Manager to be kept on file. Lessee shall be liable to, and indemnify, defend, and hold harmless, the Lessor for all leaks, spills, or other damage that may result through the Lessee's handling and dispensing of Hazardous Materials.

A. Definition of Hazardous Material. As used in this Section, the term "Hazardous Materials" shall mean any hazardous or toxic substance, hazardous or radioactive material, or hazardous waste, pollutant, or contaminant at any concentration that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Hazardous Materials include, but are not limited to, the following: (1) Any "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste," as defined in Sections 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health & Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (2) any "hazardous substance" as that term is defined in Section 25316 of the California Health & Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (3) any material or substance listed as a chemical known to cause cancer or reproductive toxicity pursuant to Section 6380 of the California Labor Code, Division 5, Part 1, Chapter 2.5 (Hazardous Substances Information and Training Act); (4) any "hazardous waste" as that term is defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); (5) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); (6) any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local statute, ordinance, resolution, regulation, order, policy, or requirement, including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect; (7) any petroleum product; (8) any radioactive material, including any "source material", "special nuclear material", or "byproduct material" as defined in 42 U.S.C. Section 2011 et seq.; (9) any asbestos in any form or condition; and (10) any polychlorinated biphenyls (PCBs) and any substances or any compounds containing PCBs.

B. Use of Hazardous Materials. Lessee shall not cause or permit any Hazardous Materials, as defined in this Section, to be generated, brought onto, stored, used, emitted, released, discharged or disposed of in, on, under, or about the Premises by Lessee or its officers, employees, agents, contractors, renters, guests, or invitees, except for limited quantities of (1) standard office and janitorial supplies containing chemicals categorized as Hazardous Materials; (2) motor oils, hydraulic fluids, fuel, and other materials commonly used in aircraft storage and fueling facilities; (3) such other Hazardous Materials as are approved in advance in writing by Lessor.

C. Notification to the Airport Manager. If, during the Term of this Lease, Lessee becomes aware of (a) any actual or threatened release of any Hazardous Materials on, under, or about the Premises; or (b) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Materials on, under, or about the Premises, Lessee shall (1) immediately provide verbal notification to the Airport Manager; and (2) provide written notification of such release or investigation to the Airport Manager within twenty-four (24) hours after learning of it. In the event

Lessee receives any claims, notices of violation, reports, or other writings concerning the release or investigation, Lessee shall furnish copies of all such materials to Lessor no later than the business day following Lessee's receipt thereof. Notification to the Airport Manager under this Section does not relieve Lessee of any obligation to notify any governmental agency under any Applicable Law.

D. Indemnification. Lessee shall, at Lessee's sole expense and with legal counsel reasonably acceptable to Lessor, indemnify, protect, defend, and hold harmless Lessor and Lessor's officers, directors, agents, employees, elected officials, and contractors from and against any and all demands, losses, claims, costs, suits, liability, and expenses (including without limitation, attorneys' fees and consultant fees), arising out of or relating to the violation of any law regulating or the use, handling, generation, emission, release, discharge, storage or disposal of any Hazardous Materials ("Environmental Laws") by Lessee or Lessee's officers, employees, agents, contractors, renters, guests or invitees. This indemnification applies whether any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) Losses attributable to diminution in the value of the Premises; (2) loss or restriction of use of rentable space on the Premises; (3) adverse effect on the marketing of any rental space on the Premises; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup, or detoxification of the Premises and surrounding properties). This indemnification clause shall survive any expiration or termination of this Lease.

27. **ENTRY TO PREMISES; CITY REPAIRS:** Lessee further consents to Lessor's entry onto the Premises to repair, replace, or otherwise remedy any breach, pursuant to Section 21. The cost for such work shall be paid by Lessee within ten (10) days of written notice by Lessor. Under all other circumstances, including Lessor's inspection to ensure compliance with the terms and provisions of this Lease, Lessee further consents to Lessor's entry onto the Premises with no advance notice.

28. **SUBORDINATION:** This Lease is subject and subordinate to the following:

A. Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the Airport or Premises or any of Lessee's rights under this Lease. Notwithstanding the preceding term, Lessor has the absolute right, at its complete discretion, to terminate this Agreement with thirty (30) days' notice if the Lessor determines that such termination is necessary to carryout development plans.

B. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.

C. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

D. This Lease is and shall be subordinate to the provisions of existing and future agreements and assurances between Lessor and the United States, the Federal Aviation Administration, or the State of California relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the obtaining or expenditure of federal funds, state funds, services, or property for the benefit of the Airport.

E. Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Lease shall grant to Lessee any rights whatsoever in the airspace above the Premises other than those reasonably necessary to Lessee's enjoyment of the Premises and which are consistent with Federal Aviation Administration rules, regulations, and orders currently or subsequently effective.

F. This Lease is subject and subordinate to any and all mortgages or bonds which may now or hereafter encumber the Lessor's fee simple interest in the Airport real property, and to all renewals, modifications and extensions thereof; provided that with respect to any future mortgage or bonds, the subordination described above shall be subject to the following: in the event that any proceedings are brought by the mortgagee (a) to foreclose the mortgage or any renewal, modification, consolidation, replacement or extension thereof, for any reason whatsoever, or (b) to succeed to the interest of Lessor by foreclosure, deed in lieu thereof or otherwise, and provided no uncured event of default under this Lease shall have occurred and be continuing, Lessee's possession of the Premises and Lessee's rights and privileges under this Lease and any extension or extensions thereof shall not be diminished, interfered with or disturbed by the mortgagee. Lessee shall, within seven (7) days after required of Lessor, execute any subordination documents which Lessor or any mortgagee of the Premises may reasonably request, but no such document shall be required to effectuate said subordination. Any such subordination documents shall, as to any future mortgage, comply with the terms of this paragraph.

G. Lessee understands and accepts Lessor's delegation of the prohibition against exclusive rights in accordance with the obligation set forth in the Federal Aviation Act of 1958, Section 308(a), which states, "there shall be no exclusive right for the use of any landing area or air navigation facility upon which federal funds have been expended" and as set forth in 49 United States Codes Section 40107(a)(4) and U.S.C. Section 40103(e). Lessee may not exercise any of its rights or privileges under the Lease in any manner which results in and subjects the public Airport users or Lessees to unjust discrimination.

H. Lessee acknowledges that the Lessor is subject to Federal Grant Agreement obligations as set forth on Exhibit "F" attached hereto and made a part hereof, and Lessee shall act in compliance therewith.

I. Lessee acknowledges that this Lease is subject to terms and conditions set forth in the grant deed of the Property as set forth on Exhibit "G" attached hereto and made a part hereof, and Lessee shall act in compliance therewith

29. **DISCLAIMER OF LIABILITY:** LESSOR HEREBY DISCLAIMS, AND LESSEE HEREBY RELEASES LESSOR FROM, ANY AND ALL LIABILITY WHETHER IN CONTRACT OR TORT (EXCEPT AS PROVIDED HEREIN) FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY LESSEE, OR ITS EMPLOYEES, AGENTS OR INVITEES, DURING THE TERM OF THIS LEASE, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY TO THE AIRCRAFT OR OTHER PROPERTY OF LESSEE THAT MAY BE LOCATED OR STORED ON OR IN THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY LESSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT.

30. **ASSIGNMENT OR SUBLEASING:**

A. Assignments. Neither this Lease nor any interest herein shall be assigned, either voluntarily or involuntarily, by Lessee, or by operation of law or otherwise, In the event Lessee assigns or , transfers any of its interest herein, Lessor shall have the right to terminate this Lease at its sole discretion.

B. Subleases. Notwithstanding Section 30A, Lessee shall have the right to sublease a portion of the Premises as follows:

i) The sublease may only be for a portion of the Hangar Area and may not include any portion of the Apron Area or the Flight Instruction School.

ii) Any such sublease must require the sublessee to acknowledge and agree to the terms of this Agreement, as the master lease.

iii) Lessee must seek Lessor's written consent, prior to subleasing. Lessor's consent is contingent upon Lessee providing the form of the proposed sublease and qualifications of the sublessee and executing with Lessor, a rent sharing agreement, which shall be executed administratively by Lessor, in which Lessee, as sublessor, agrees to pay Lessor, Forty Percent (40%) of all gross amounts due from sublessee to sublessor. Lessor shall have sixty (60) days to review and respond to any proposed sublease by Lessee.

31. **LIENS:** Lessee shall keep the premises free from any liens arising out of any work performed, material furnished, or obligations incurred by itself/himself/herself and its invitees, agents, and sub-lessees, and their invitees and agents.

32. **ABANDONMENT:** Lessee agrees not to vacate or abandon the Premises at any time during the term of this Lease. Should Lessee vacate or abandon the Premises or be dispossessed by process of law or otherwise, such abandonment, vacation, or dispossession shall be a breach of this Lease and, in addition to any other rights which Lessor may have, Lessor may remove any personal property belonging to Lessee which remains on the Premises and store the same, such removal and storage to be for the account of the Lessee.

33. **GOVERNING LAW:** This Lease shall be construed in accordance with the laws of the State of California. Venue shall be in the appropriate court in and for San Joaquin County.

34. **EMINENT DOMAIN:** In the event the entire premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority this Lease shall terminate and expire as of the date of such taking and Lessee shall thereupon be released from any liability thereafter accruing hereunder. In the event a portion of the Premises is taken under the power of eminent domain by any public or quasi-public authority such that the improvements thereon cannot in Lessee's opinion be used for its intended purposes Lessee shall have the right to terminate this Lease as of the date Lessee is required to vacate a portion of the Premises upon the giving of notice in writing of such election within thirty 30 days after said portion of the Premises have been so appropriated or taken In the event of such termination both Lessor and Lessee shall thereupon be released from any liability thereafter accruing hereunder Lessor agrees immediately after learning of any appropriation or taking to give Lessee notice thereof in writing. If the Premises are taken or Lessee elects to terminate upon a partial taking Lessor agrees to offer to lease to Lessee similar space on similar terms for a term equal to the remaining term hereunder if any such land is available for lease at the Airport. If this Lease is terminated in either manner hereinabove provided Lessor shall be entitled to the entire award or compensation for the land in such proceedings but the rent and other charges for the last month of Lessee's occupancy shall be prorated and Lessor agrees to refund to Lessee any unused portion of said rent or other charges paid in advance.

35. **RELATIONSHIP OF PARTIES:** The relationship between Lessor and Lessee shall always and only be that of lessor and lessee, or landlord and Lessee. Lessee shall never at any time during the term of this Lease become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee, its employees, or agents.

36. **REMEDIES CUMULATIVE:** The rights and remedies with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies available to either party in law or equity.

37. **DEFAULT:**

A. The Lessee shall be deemed in default ("Default") upon any of the following:

i) Failure to pay Rent within ten (10) days after the due date.
ii) Failure to submit the FBO facilities Report within sixty (60) days after the due date.
iii) The filing of a petition under the Federal Bankruptcy Act or any amendment, including a petition for reorganization or an arrangement.
iv) The commencement of a proceeding for dissolution or for the appointment of a receiver.
v) The making of an assignment for the benefit of creditors.
vi) Failure to comply with any laws or regulations as specified in Section _9_
vii) Lessee's assignment of any interest in this Lease, or any sublease.
viii) Violation of any material term of this Lease; or
ix) Abandonment of the Premises.

B. Upon the occurrence of Lessee's Default, Lessor may terminate the Lease and Lessee's right to possession of the Premises, upon giving thirty (30) days prior written notice to Lessee. Upon termination of the Lease, Lessor has the right to recover from Lessee all unpaid Rent, plus interest at the maximum rate permitted by law, in addition to any other rights or remedies that may exist in equity or law.

C. At any time after the occurrence of a Default, Lessor may provide Lessee with the option to cure the Default at Lessee's cost. If Lessor elects to allow Lessee to cure the Default, Lessor must provide Lessee with written notice specifying the amount of time Lessee has to cure the Default. If Lessor at any time, by reason of Lessee's Default, pays any sum to cure the Default or does any act that requires the payment of any sum, the sum paid by Lessor shall be due from Lessee to Lessor within thirty (30) days from the time the sum is paid, upon notice given by Lessor to Lessee, and if paid by Lessee at a later date, shall bear interest at the maximum rate permitted by law.

38. **NOTICES:** All notices to be given hereunder shall be in writing and shall be sent by certified mail postage prepaid, addressed as follows:

NOTICE TO LESSOR:
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Attention: City Manager's Office

NOTICE TO LESSEE:
Riya Enterprise, LLC
Email Address: jayvyasemail@gmail.com
Name: Jay Vyas, President
Address: City/State/ZIP 5749 S. Tracy Blvd. Tracy, CA 95377

Any notices permitted or required to be given by the terms of this Lease shall be effective three (3) business days after mailing, or the next business day after emailing.

39. **AMENDMENT:** No amendments may be made to this Lease without requisite approval of the Parties and execution of written amendments to the Lease.

40. **INTEGRATION:** This Lease constitutes the entire Lease between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written, between the parties. Any change or modification hereof must be in writing signed by both parties.

41. **WAIVER:** The waiver by either party of any covenant or condition of this Lease shall not thereafter preclude such party from demanding performance in accordance with the terms thereof. No failure of LESSOR to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Lessor of full or partial rent during

the continuance of any such breach or application of the security deposit in light of any breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy. No term, covenant, agreement, provision, condition, or limitation of this Lease to be kept, observed, or performed by Lessor or by Lessee, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by Lessor or by Lessee, as the case may be. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant, agreement, provision, condition, and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

42. **SUCCESSORS BOUND:** This Lease shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

43. **SEVERABILITY:** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties and subject matter of this Lease, the entire Lease shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

44. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of all of Lessee's obligations under this Lease.

45. **TAXES, ASSESSMENTS AND FEES:** Lessee agrees to pay, before delinquency, all taxes (including, but not limited to, possessory interest tax and federal excise tax), assessments, license fees, and other charges which are levied and assessed upon Lessee's interest in the Premises, or upon Lessee's personal property installed or located in or on the premises, by Lessor or other legally authorized governmental authority. Lessee may pay any taxes and assessments under protest, without liability, cost, or expense to the Lessor, to contest the amount in good faith.

46. **FINANCIAL DISCLOSURE:** Lessee shall furnish such evidence as may be reasonably requested by Lessor from time to time to evidence that Lessee remains financially capable of providing the services and facilities set forth in the Lease.

47. **NO ENCUMBRANCES/ESTOPPEL CERTIFICATES:** Lessee shall not encumber any improvement, land, or property on the Premises owned by the Lessor in order to obtain financing or refinancing for the construction, improvement, repair of the FBO facilities or other uses by Lessee. Notwithstanding, Lessor shall cooperate with Lessee and any lender in the execution of an estoppel certificate regarding the terms and conditions of this Lease.

IN WITNESS WHEREOF, Lessor and [LESSEE] have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

LESSOR

CITY OF TRACY

a municipal corporation

By_____

Midori Lichtwardt

Interim City Manager

TENANT

Riya Enterprise LLC

By_____

Jay Vyas, President

Riya Enterprise, LLC

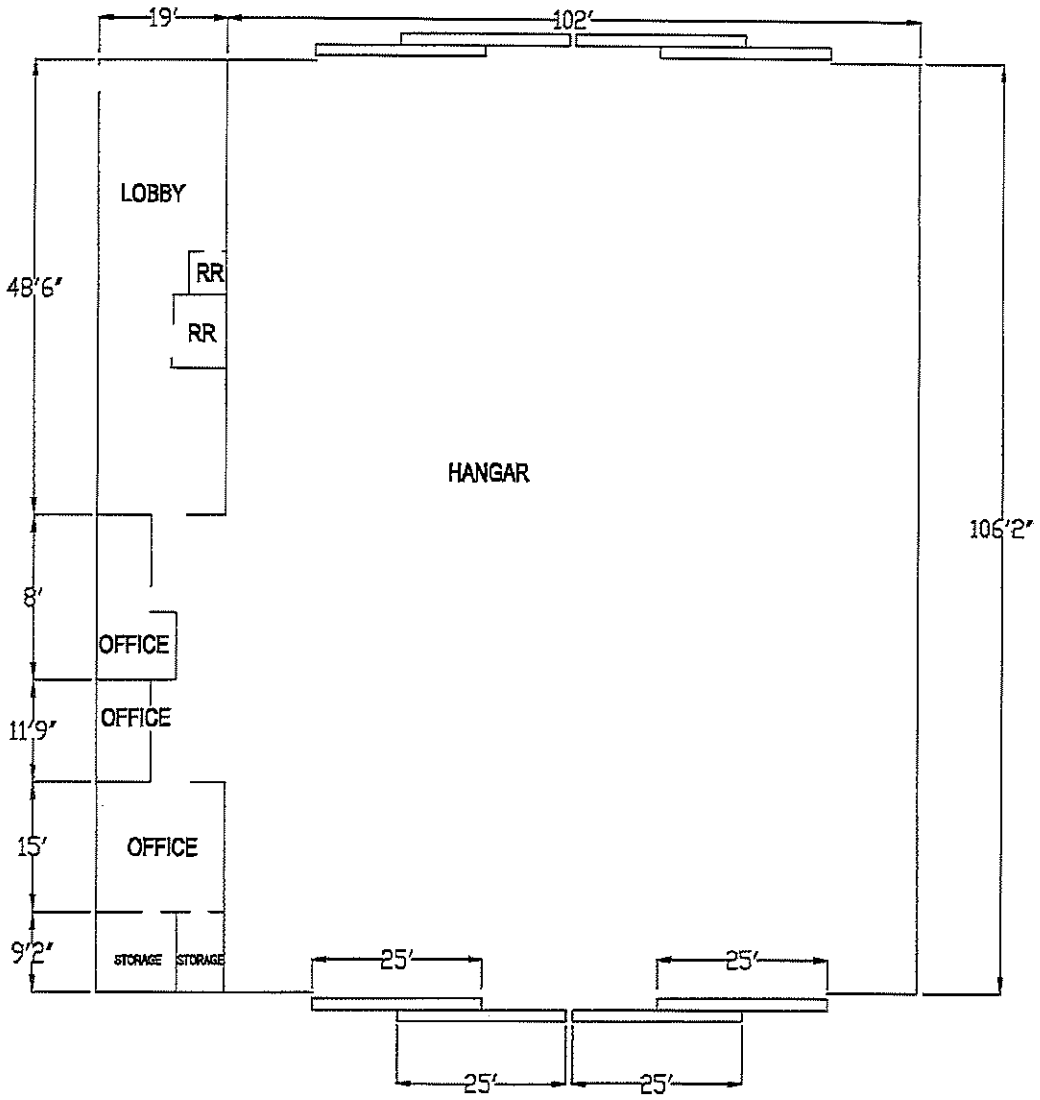
APPROVED AS TO FORM:

City Attorney

By_____

Exhibit "A"

FLOOR PLAN SHOWING APPROXIMATE DIMENSIONS OF THE LEASED FACILITY



*all dimensions are approximate

Exhibit "B"

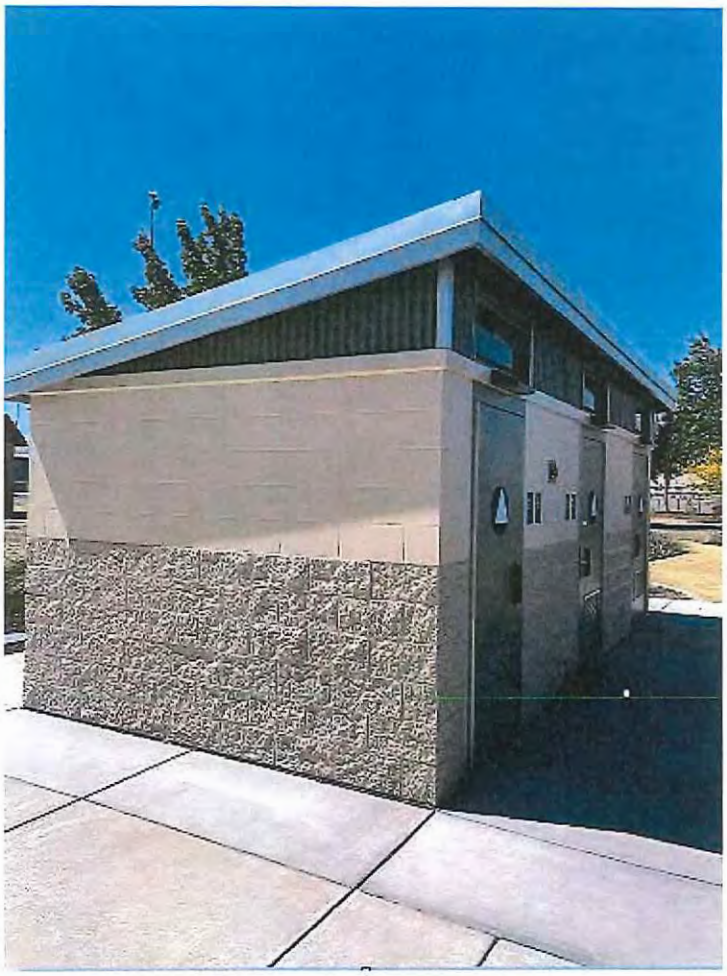


Exhibit "C"

5 ft. from Building
Skyview Aviation LLC
Flight school
American Legion Park

Exhibit D
Apron Area: Row 2 & 3 of Apron
Legend
Google Earth
700 ft
N

Exhibit E
"Parcel Right of First Offer" consisting of 1.6 acre parcel
Legend
1.6 acre parcel
1.6 acre parcel
Google Earth
N
500 ft

FAA
Airports

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1S01, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;

2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

   a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

   b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;

   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

   If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A NEW LEASE BETWEEN THE CITY OF TRACY AND RIYA ENTERPRISES, LLC FOR FIXED BASE OPERATION FACILITIES AT THE TRACY MUNICIPAL AIRPORT, FOR A TERM OF TEN YEARS, AT AN INITIAL MONTHLY BASE RENT OF $2,843.00.

WHEREAS, Lessor acquired the real property located at 5749 South Tracy Blvd., Tracy, CA ("Property"), and commonly known as the Tracy Municipal Airport ("Airport"), from the United States Government pursuant to the powers granted in the United States Surplus Property Act of 1944, as amended ("Act"), through a grant deed dated May 6,1947; and

WHEREAS, Said grant deed conveyed to Lessor fee title to the Property, subject to various deed restrictions and encumbrances, one of which is that the Property may be used for "public airport purposes only"; and

WHEREAS, Skyview Aviation, LLC (Skyview), operating as a Specialized Aeronautical Services Operator has leased the main hangar and office facility at the Airport since January 1, 2007; and

WHEREAS, On March 1, 2022, Skyview negotiated to sell their business to Riya Enterprise LLC (Riya), which entity is interested in leasing the main hangar and office facility leased by Skyview and also becoming a Fixed Based Operator; and

WHEREAS, The City desires to lease to Riya, and Riya desires to lease from Lessor, a portion of the Property through a long-term lease, to operate a fixed base operation facility and to provide aeronautical services to Airport users and the general public; and

WHEREAS, The City has determined that Riya has the capacity to operate such facilities and provide such services, which will benefit the aeronautic public in and around the City; and

WHEREAS, A long-term lease of public land is considered a "disposition" under the California Surplus Land Act (Government Code 54220 et seq.), but not under the Tracy Municipal Code ("Code"); and

WHEREAS, Pursuant to the authority granted in Resolution 2022-179, Lessor has declared the entire Property "exempt surplus property" pursuant to Government Code Section 54221(G) of the California Surplus Land Act, which provides that exempt surplus land includes land that is subject to valid legal restrictions that are not imposed by the local agency and that

would make housing prohibited, unless there is a feasible method to satisfactorily mitigate or avoid the prohibition on the site; and

WHEREAS, California Housing and Community Development has approved the exempt surplus declaration by the City; and

WHEREAS, Pursuant to Section 2.20.280(a) of the Tracy Municipal Code, the City Council may authorize the execution of leases with terms up to 55 years, unless the provisions of Government Code 37380 are followed; and

WHEREAS, Pursuant to Resolution 2022-179, the City Council authorized staff to negotiate the terms of this Lease,with Riya; and

WHEREAS, Staff has negotiated a final form of Lease for the City Council's consideration and approval, which form is attached hereto as Exhibit A; and

WHEREAS, The proposed Lease is for a term of ten years at an initial monthly base rent of $2843.00; and NOW, THEREFORE, BE IT

RESOLVED, That the City Council of the City of Tracy hereby approves the new Lease attached as Exhibit A, between the City of Tracy and Riya Enterprises, LLC for Fixed Base Operation Facilities at the Tracy Municipal Airport; and be it further

RESOLVED: That the City Council hereby authorizes the City Manager, in consultation with the City Attorney, to make minor edits to the form of the Lease, so long as any such modifications do not reduce the benefits to the City or increase the obligations to the City; and be it further

RESOLVED: That the the proposed Lease is exempt from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) of the California Code of Regulations Title 14.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th of December, 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

December 5, 2023

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing: 1) Amendments to the City's Classification and Compensation Plan and Master Salary Schedule to add the classifications of Utilities Laboratory Supervisor, Utilities Maintenance Supervisor, Paralegal, and Director of Community and Economic Development; 2) Amendments to existing classifications to reflect modifications to job duties, required certifications or supervision; and 3) Reallocation of one existing Director of Development Services to one Director of Community and Economic Development.

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 Utilities Laboratory Supervisor, Utility Maintenance Supervisor, Paralegal and Director of Community and Economic Development; 2) amendments to the existing classifications of Laboratory Quality Assurance Officer and Instrumentation Technician; 3) Reallocation of one existing Director of Development Services to one Director of Community and Economic Development.

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. Following the review of operational needs, the classifications of Utilities Laboratory Supervisor, Utility Maintenance Supervisor and Paralegal 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 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 City Attorney's Office requiring the establishment of a new classification specification.

ESTABLISH NEW CLASSIFICATIONS

Utilities Laboratory Supervisor

With the recent departure of the incumbent Utilities Laboratory Superintendent, the Utilities Division requested a review of the classification, as there have been changes to the duties and responsibilities of the position. The Human Resources Department conducted a classification review and recommends approval of the new Utilities Laboratory Supervisor classification. The Utilities Laboratory Supervisor will be responsible for planning, reviewing, supervising, and evaluating all City laboratory activities. Additionally, the position will be responsible for ensuring all laboratory sampling related to the Wastewater and Water Operations and Treatment facilities meets state regulatory requirements.

Staff recommends the salary range for the Utilities Laboratory Supervisor at $3,805.03 - $4,625.04 bi-weekly. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Utility Maintenance Supervisor

The Utilities Division of the Operations & Utilities Department requested Human Resources develop the new classification of Utility Maintenance Supervisor. The Human Resources Department conducted a classification review and recommends approval of the new Utility Maintenance Supervisor classification. This new classification will allow progression within the job classification family.

Staff recommends the salary range for the Utility Maintenance Supervisor at $3,987.55 - $4,846.89 bi-weekly. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Paralegal

The City Attorney's Office provides legal advice to City Council, Boards and Commissions and City Staff. Additionally, the City Attorney's Office prepares and/or reviews all legal documents, ordinances, resolutions, and leases. The City Attorney's Office is comprised of the City Attorney, one Assistant City Attorney, one Deputy City Attorney and a Legal Secretary. In the first quarter of the FY23/24 budget, the City Attorney's Office was approved to add one Paralegal position to assist the department with the growing workload. The Human Resources Department conducted a classification review and recommends approval of the new Paralegal classification. The Paralegal will be responsible for performing complex work in support of the City Attorney's Office, conducting research, gathering documents in response to discovery/project-related requests, preparing legal documents and filing court documents.

Staff recommends the salary range for the Paralegal at $3,354.60 - $4,077.54 bi-weekly. Due to a lack of a sufficient number of comparable positions in 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.

Director of Community and Economic Development

Upon the retirement of a long-term incumbent, the City conducted recruitments in 2022 and 2023 to hire a Director of the Development Services. These national recruitment efforts resulted in short-term incumbents with experience limited to one of the two division areas of the department. The combination of planning and engineering in one department created challenges in recruiting candidates with knowledge and experience in both functional areas. The existing Development Services Department structure includes the City's planning, building and engineering divisions. The proposed restructuring plan involves the separation of these divisions, providing a more streamlined and effective approach to managing projects and resources. Reorganizing the Development Services Department to a Community and Economic Development Department that includes planning, building and economic development will enhance our adaptability, efficiency, and competitiveness while allowing the new Director of Community and Economic Development to focus on the City's planning, building and economic development objectives. The Engineering Division will report directly to an Assistant City Manager in the City Manager's Office. The new structure will ensure each division has its own clear reporting structure enabling faster decision-making processes and a clear line of accountability within each division. While the planning and engineering divisions will operate independently, it is essential to maintain a framework for collaboration. This will be achieved through regular meetings, joint projects, and clear communication channels to ensure that vital information is shared.

Human Resources conducted a classification review and recommends approval of the Director of Community and Economic Development classification. The position will be responsible to oversee the Community and Economic Development Department and will be accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

Staff recommends the salary range for the Director of Community and Economic Development at $7,107.12- $8,631.79 bi-weekly. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

CLASSIFICATION REVISIONS

Laboratory Quality Assurance Officer

The updated Laboratory Quality Assurance Officer job description includes minor changes to broaden the supervisory scope of the position. There are no changes to the salary or FLSA exemption resulting from the classification update.

Instrumentation Technician

The updated Instrumentation Technician job description includes minor language changes to update the Grade I Water Distribution Operator certificate issued by the State Water Resources Control Board from "required at time of application" to "highly desirable". The recent recruitment for this position did not yield an inclusive pool of qualified candidates with the required certification for the position. Following a review of similar positions in other agencies, staff recommends changing the certification to "highly desirable". This change will allow for a broader applicant pool and assist with recruitment efforts for the position. There are no salary changes resulting from the

classification update.

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

The Master Salary Schedule effective December 17, 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 four new specifications and revising the class specifications for the positions contained in this report and amends the Position Control Roster to reallocate one Director of Development Services to one Director of Community and Economic Development. The reallocation of the Utilities Laboratory Supervisor and Utility Maintenance Supervisor will be included with the second quarter budget amendments. The allocation for the Paralegal classification was approved with the first quarter budget adjustments.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance Strategy

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 authorizing: 1) Amendments to the City's Classification and Compensation Plan and Master Salary Schedule to add the classifications of Utilities Laboratory Supervisor, Utilities Maintenance Supervisor, Paralegal, and Director of Community and Economic Development; 2) Amendments to existing classifications to reflect modifications to job duties, required certifications or supervision; and 3) Reallocation of one existing Director of Development Services to one Director of Community and Economic Development.

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 12/17/2023
B – DRAFT Utilities Laboratory Supervisor Job Description
C – DRAFT Utility Maintenance Supervisor Job Description
D – DRAFT Paralegal Job Description
E – Laboratory Quality Assurance Officer Job Description
F – Instrumentation Technician Job Description
G –DRAFT Director of Community and Economic Development Job Description

ATTACHMENT A

DRAFT Effective 12/17/2023

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

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
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

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
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
1528	Director of Community and Economic Development*	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
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

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
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

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
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

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
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

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
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

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
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
4110	Paralegal	CEU	A	3,354.60	7,268.30	87,219.60	41.9325
			B	3,522.33	7,631.72	91,580.58	44.0291
			C	3,698.44	8,013.29	96,159.44	46.2305
			D	3,883.37	8,413.97	100,967.62	48.5421
			E	4,077.54	8,834.67	106,016.04	50.9693
1107	Parks 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
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					
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

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
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				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

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
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				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

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
9512	Public Safety Dispatcher II - Per Diem	LS	A				34.2689
			B				35.9870
			C				37.7879
			D				39.6716
			E				41.6588
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

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
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
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

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
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
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					

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
3417	Utilities Laboratory Supervisor*	TMMBU	A	3,805.03	8,244.23	98,930.78	47.5629
			B	3,995.28	8,656.44	103,877.28	49.9410
			C	4,195.05	9,089.28	109,071.30	52.4381
			D	4,404.80	9,543.73	114,524.80	55.0600
			E	4,625.04	10,020.92	120,251.04	57.8130
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
3419	Utility Maintenance Supervisor*	TMMBU	A	3,987.55	8,639.69	103,676.30	49.8444
			B	4,186.92	9,071.66	108,859.92	52.3365
			C	4,396.27	9,525.25	114,303.02	54.9534
			D	4,616.08	10,001.51	120,018.08	57.7010
			E	4,846.89	10,501.60	126,019.14	60.5861
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

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
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				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

ATTACHMENT B

December 2023
FLSA: Exempt
Bargaining Unit: TMMBU
Class Code: 3417

UTILITIES LABORATORY SUPERVISOR

DEFINITION

The Utilities Laboratory provides analytical support for regulatory sampling and monitoring requirements related to the Wastewater and Water Operations and Treatment facilities. Under general direction, plans, organizes, and provides direction and oversight of a comprehensive analytical laboratory, including testing and sampling a variety of matrices including water, wastewater, and industrial wastes; plans, organizes, and provides direction and oversight of quality assurance; provides general supervision to assigned staff; updates laboratory methods and determines test procedures; develops and maintains the laboratory's Safety and Chemical Hygiene Plans; oversees regulatory reporting; ensures that laboratory operations and maintenance functions meet all applicable laws, regulations, and City policies; and performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises general supervision and direction over assigned staff.

CLASS CHARACTERISTICS

This is a full-supervisory classification responsible for planning, organizing, reviewing, supervising, and evaluating all City laboratory activities. 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.

- Recommend and directs the implementation of goals, objectives, policies, procedures, and work standards for the Utilities laboratory.
- Reviews and implements policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; recommend the implementation of change.
- Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications; forecasts additional funds needed for staffing, equipment, materials, and supplies; administers the approved budget.
- Plans, organizes, assigns, supervises, reviews, and evaluates the work of technical and professional staff.
- Provides for the selection, training, professional development, and work evaluation of laboratory staff according to applicable Federal, State, and local laws, rules, and regulations; authorizes discipline as required; and provides policy guidance and interpretation to staff.

DRAFT

- Ensures compliance with applicable regulatory and quality control standards, including compiling and preparing various reports and records related to water quality regulatory monitoring, processing control requirements, enforcing the in-house quality assurance program, updating and reviewing standard operating procedures, and performing corrective action when required.
- Coordinates activities of laboratory staff and other laboratories and outside agencies; trains employees in work methods, relevant safety precautions, and use of tools and instruments.
- Monitors changes in laws, regulations, and technology that may affect laboratory operations; and implements policy and procedural changes as required.
- Provides technical advice in the area of expertise, as needed.
- May provide analytical findings and information to various governmental agencies and the public, as needed.
- Ensures upkeep and renewal of the Environmental Laboratory Accreditation Program certificate issued by the State Water Resources Control Board.
- Oversees quality assurance programs for laboratory analysis and instrumentation; prepares periodic water quality reports, including those required by other government agencies.
- Receives, investigates, and responds to problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Monitors the laboratory quality assurance program for accuracy; provides guidance and oversight to the Laboratory Quality Assurance Officer.
- 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.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of a utility laboratory.
- Principles and practices of budget preparation and administration.
- Applicable Federal and State laws; District, department, and division regulations, codes, policies, and procedures.
- General chemical, biological, bacteriological, and physical laboratory testing methods and procedures, including qualitative and quantitative analyses.
- Principles of analytical, organic, and inorganic chemistry and related sciences.
- Basic principles of water and wastewater treatment, distribution, and disposal.
- 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 to perform the work.
- 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.
- Assist in developing and implementing goals, objectives, policies, procedures, work standards, and internal controls for the laboratory.

- Provide administrative, management, and professional leadership for laboratory.
- Assist in the development and monitoring of assigned budgets; allocate limited resources in a cost-effective manner.
- Analyze the results of chemical, biochemical, biological, bacteriological, and physical analysis of potable water and wastewater, and make appropriate recommendations for plant operations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Establish and maintain a variety of manual and computerized record keeping and project management systems.
- 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.
- 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 major coursework in chemistry, biology, or a related field and three (3) years of experience in an analytical treatment plant laboratory performing chemical, physical, and bacteriological analyses, including supervisory experience.

Licenses and Certifications:

- Possession, or ability to obtain, a valid California class C driver's license upon appointment.
- Possession of a Grade III Laboratory Analyst certification issued by the California Water Environment Association (CWEA) or the American Water Works Association (AWWA) at time of application.
- Possession of a Grade IV Laboratory Analyst certification issued by the California Water Environment Association (CWEA) or the American Water Works Association (AWWA) within 18 months of hire.
- Possession of a valid State Water Resources Control Board Distribution Operator Grade 1 Certificate is highly desirable.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in standard office and laboratory settings and use standard office and laboratory 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 and laboratory 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 40 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in laboratory and office environments with low to moderate noise levels and controlled temperature conditions. Employees are frequently exposed to odors, fumes, and hazardous chemicals and physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Works outdoors, as needed, and subject to inclement weather.

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

December 2023
FLSA: Exempt
Class Code: 3419
Bargaining Unit: TMMBU

UTILITY MAINTENANCE SUPERVISOR

DEFINITION

Under direction, organizes and provides direction and oversight for the mechanical, electrical, and instrumentation repair and maintenance of the water treatment plant, wastewater treatment plant, sanitary sewer collection stations, drinking water wells, potable water booster stations, storm drain pump stations, and other remote facilities related to Utilities Water and Wastewater ensures that Utilities maintenance functions meet applicable laws, regulations, and City policies; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned supervisory or management staff. Exercises direct and general supervision over assigned staff.

CLASS CHARACTERISTICS

This is the full supervisory-level classification within Utilities maintenance. Incumbents are responsible for planning, organizing, supervising, reviewing, and evaluating the day to day work of the utility maintenance function. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. The incumbent is accountable for accomplishing section operational goals and objectives. 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, organizes, assigns, supervises, and reviews the work of staff assigned to Utility maintenance; trains staff in work procedures; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion.
- Participates in the development of goals, objectives, policies, and procedures for assigned services and programs; recommends and implements policies and procedures including standard operating procedures.
- Monitors activities of the work unit; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes with management staff; and implements improvements.
- Coordinates assigned services and operations with those of other service areas and outside agencies.
- Participates in annual budget preparation; identifies and recommends future resource needs; prepares detailed cost estimates with appropriate justifications; monitors expenditures.
- Inspects and evaluates repair and preventative maintenance for electrical and mechanical equipment projects; estimates time and material requirements; provides technical assistance and training to maintenance staff; reviews and monitors completed work to ensure quality control standards are met. Inspects the work area for safety violations; ensures that safety procedures are followed, and the safety equipment is used.

DRAFT

- Oversees preventative maintenance of electrical and mechanical equipment for the City's water treatment plant, wastewater treatment plant, sanitary sewer collection stations, drinking water wells, potable water booster stations, storm drain pump stations, and other remote facilities related to water and wastewater.
- Supervises the use and operation of tools, equipment, and vehicles; implements procedures and standards; Ensures that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use; schedules service, repair, and replacement of tools, equipment, and vehicles.
- Inspects work in progress and completed work of assigned employees and contractors for accuracy, proper work methods and techniques, and compliance with applicable standards and specifications.
- Supervises the preparation and maintenance of reports, records, and files; ensures the proper documentation of projects and activities. Submits reports as directed.
- Provides information regarding City policies, procedures, codes, and ordinances.
- Monitors changes in regulations and technology that may affect utilities maintenance services; implements policy and procedural changes after management approval.
- Answers questions and provides information to the public; investigates and responds to complaints and inquiries from citizens, other departments, and agencies; recommends corrective actions to resolve issues.
- Performs other 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 techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Basic principles and practices of budget administration and monitoring.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Methods, tools, equipment, and procedures used in the maintenance, construction, installation, and repair of electrical and mechanical equipment in the City's water and wastewater treatment plants, sanitary sewer collection stations, drinking water wells, potable water booster stations, storm drain pump stations, and related facilities.
- Procedures, equipment, material, and tools used in the operation, maintenance, and repair of motors, pumps, compressors, disinfection systems, pneumatic systems, and other related equipment.
- Principles of operation of City water production, treatment, distribution, wastewater, and collection systems including SCADA systems.
- Principles and practices of heating, ventilation, and air conditioning systems maintenance and repair.
- Techniques for effectively providing a high level of customer service and representing the City in contacts with the public, vendors, contractors, other department staff, governmental agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Principles and procedures of record keeping, technical report writing, and preparation of correspondence.
- 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.

DRAFT

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.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Organize, implement, and direct -utilities maintenance programs and activities.
- Identify problems, research and analyze relevant information, and develop and present recommendations and justification for solution.
- Administer, review, and evaluate the operations of a complex water and wastewater mechanical construction, repair, and maintenance program.
- Inspect, operate, and diagnose problems and perform preventive maintenance and repair work on electric motors, gas and diesel engines, pumps, compressors, and control equipment.
- Perform review of fabricating and design plans related to water and wastewater systems construction, maintenance, and repair; interpret sketches and diagrams.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Maintain accurate records and files of work performed.
- Make accurate arithmetic and financial computations.
- 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 graduation from the twelfth (12th) grade and three (3) years of increasingly responsible journey-level experience in the maintenance and repair field, including electrical and mechanical work in a wide variety of pumps, motors, boilers, electronic and hydraulic systems, including at least two (2) years in a lead role. Public sector experience in the water and wastewater area of maintenance is highly desirable.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- Possession of a Grade II Mechanical Technologist certification OR a Grade II Electrical/Instrumentation certification issued by the California Water Environment Association (CWEA) is required within twelve (12) months of appointment.
- Possession of a Grade III Mechanical Technologist certification issued by the California Water Environment Association (CWEA) is highly desirable.

DRAFT

- Possession of a Grade III Electrical/Instrumentation certification issued by the California Water Environment Association (CWEA) is highly desirable.
- 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; strength, stamina, and mobility to work in the field and perform medium to heavy physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; and vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 25 pounds or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees partly work in an office environment and partly 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, and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

Respond to emergencies on an on-call basis, 24 hours per day, 7 days per week.

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.

DRAFT

ATTACHMENT D

December 2023
FLSA: Non-Exempt
CLASS CODE: 4110
BARGAINING UNIT: CEU

PARALEGAL

DEFINITION

Under general supervision in the Office of the City Attorney, the incumbent performs complex work to support the City Attorney in advocating the City's interests in lawsuits filed against or on behalf of the City and providing advice to the Mayor, City Administration, City Council, City departments, boards and commissions; prepares legal documents; conducts research; gathers documents from departments in response to discovery/project-related requests; organizes materials, exhibits, documents and other data; files court documents; prepares witnesses to give testimony; maintains a master calendar of pre-trial and trial dates; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. May exercise technical and functional direction over and provide training to lower-level staff.

CLASS CHARACTERISTICS

This is a paraprofessional classification performing difficult, complex, specialized and/or confidential services at the direction of the attorney's legal counsel in the City Attorney's Office. This position is expected to function with very little direct oversight. The Paralegal is distinguished from the Deputy City Attorney position in that it does not require a law degree and performs less complex legal tasks.

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.

- Drafts legal documents including but not limited to discovery, administrative, pre-trial/trial documents, pleadings, motions, correspondence, and memoranda.
- Gathers, organizes, summarizes, and analyzes materials obtained through the pre-trial process.
- Maintains a master calendar of critical dates, including court appearances, court filings, pre-trial dates, and discovery response dates.
- Gathers and organizes documents for administrative proceedings; may attend and take notes at hearings.
- Acts as a liaison between attorneys and clients.
- Provides logistical support, including filing legal documents or collecting legal documents at a variety of venues.
- Performs research of questions of law for precedence, related case law, and/or citations an summarizes the results in memoranda or reports.
- Prepares witnesses to give testimony and depositions; review and summarize witness statements.
- Analyzes or distinguishes cases that may have relevance and presents conclusions to attorney.
- Responds to inquiries from the public.
- Monitors the progress of cases and projects as needed.
- Prepares correspondence and reports.
- Performs other related duties as assigned.

DRAFT

QUALIFICATIONS

Knowledge of:

- Methods and techniques used in conducting research and available legal resource material, discovery, and fact investigation.
- Applicable California Code of Civil Procedure.
- Pertinent federal, state, and local laws, codes, rules, and regulations.
- Use and application of general legal principles and processes.
- Principles of legal writing; satisfactory communication skills.
- Ethics of law practice.
- General familiarity with State and Federal Trial Court practices.
- Operating procedures of a legal office.
- 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:

- Provide paralegal support during administrative hearings, in court and while performing related duties.
- Make independent judgments within established guidelines.
- Prepare legal documents, including pleadings, motions, and discovery documents.
- Organize work, set priorities, meet critical deadlines and follow-up on assignments with a minimum of directions.
- Research and summarize case law and other legal documents.
- Monitor progress of cases and projects as appropriate.
- Communicate clearly and concisely, both orally and in writing.
- Organize and maintain accurate records and files.
- 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.
- Follow verbal and written instructions.
- 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 completion of the twelfth (12^{th}) grade and one (1) year of progressively responsible experience as a Paralegal working under the supervision of an attorney. Public Sector experience is highly desirable.

Licenses and Certifications:

- At time of application, possession of a valid Paralegal Certificate from a recognized paralegal program approved by the American Bar Association or a Juris Doctorate from a California Accredited Law School.
- 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.

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

December 2023
FLSA: Exempt
CLASS CODE: 5423
BARGAINING UNIT: TMMBU

LABORATORY QUALITY ASSURANCE OFFICER

DEFINITION

Under general direction, performs a variety of technical tasks relative to reviewing, validating, implementing, and training staff in analytical and record-keeping procedures related to complex physical, chemical, biological, and bacteriological water and wastewater analyses; monitors the laboratory's safety, quality assurance, training, accreditation, and chemical hygiene plans; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises technical and functional direction over and provides training to lower-level staff. May exercise direct supervision over assigned staff.

CLASS CHARACTERISTICS

This is a journey-level professional classification performing a wide variety of analytical laboratory compliance work. Incumbents serve to relieve the supervisor of performing laboratory compliance detail work and are expected to function with very little direct oversight. 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.

- Reviews laboratory quality control and sampling procedures; makes recommendations for adjustments to processes and procedures related to laboratory testing and compliance consistent with TNI (The National Environmental Laboratory Accreditation Conference (NELAC) Institute) standards.
- Develops, reviews, updates, and maintains the laboratory's Standard Operating Procedures and Quality Management System consistent with TNI standards.
- Develops, adheres to, ensures compliance with, and monitors quality assurance (QA) standards and safety protocol of the laboratory; maintains and reviews quality control databases, charts, detection limits, and action levels for laboratory analyses; recommends improvements and modifications as necessary.
- Analyzes, interprets, and validates data; recognizes data abnormalities as they relate to process control and analytical testing; determines the causes of problems and makes appropriate recommendations to take corrective action; prepares and submits corrective action and investigation reports as necessary.
- Performs quality control and assurance program administration activities; compiles data to prepare reports and summaries; maintains databases; submits periodic and special reports to appropriate regulatory agencies.
- Plan, organize, and coordinate the work of assigned staff; conducts performance evaluations; implements discipline procedures as required.
- Coordinates or performs quality assurance system audits of laboratory performance using samples

DRAFT

provided by regulatory or commercial agencies; prepares or reviews the preparation of calibration standards and quality assurance check samples for internal laboratory use.

- Performs a variety of quality assurance and quality control analyses of qualitative and quantitative tests of water and wastewater; monitors and evaluates laboratory test results to ensure all reported data meets minimum acceptance criteria.
- Monitors state and federal regulations relating to laboratory quality assurance; evaluates impact on laboratory practices; identifies changes required to comply with regulation and assists with City responses as appropriate.
- Encourages compliance with work and safety procedures and the proper operation, use, and maintenance of equipment and supplies; assists in implementing procedures and standards; assists in developing state and federal approved test methods and standard operating procedures (SOPs).
- 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.
- Assists in the development and implementation of policies, procedures, and work standards for the division, including recommending improvements.
- Performs chemical and biological analyses to assist in troubleshooting water and wastewater plant issues; conducts and participates in special studies as assigned.
- Prepares reagents, chemicals, bacteriological media, stains, and standard test solutions; performs mathematical calculations and statistical analyses for test results.
- Operates and uses monitoring equipment, operates portable lab equipment, and performs field analyses as necessary.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Chemical, biological, and physical characteristics of various environmental matrices including water and wastewater.
- Principles, practices, techniques, equipment, and materials required for basic chemical, biochemical, biological, microbiological, and physical analysis of samples of potable water and wastewater.
- Techniques of sampling techniques and related statistical analysis.
- Laboratory and wastewater plant safety procedures and equipment.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Basic principles of water and wastewater treatment and practices for distribution/disposal.
- Record-keeping principles and procedures.
- Principles and practices of data collection, analysis, and report preparation.
- 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 to perform the work.
- 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:

- Plan, organize, and coordinate the work of assigned staff.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Perform complex troubleshooting of problems that result from laboratory testing procedures and

DRAFT

recommend appropriate solutions.
- Perform basic chemical, biochemical, biological, microbiological, and physical analyses of various matrices including potable water and wastewater.
- Make accurate chemical, arithmetic, and statistical computations.
- Understand, interpret, explain, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- 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 major coursework in chemistry, biology, or a related field and four (4) years of progressively responsible experience performing water or wastewater analyses. Quality control experience is desirable.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid California Class C driver's license upon appointment.
- Possession of a Grade I Laboratory Analyst certification issued by the California Water Environment Association upon appointment.
- Possession of a Grade II Laboratory Analyst certification issued by the California Water Environment Association within twelve (12) months of appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in standard office and laboratory settings and use standard office and laboratory 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 and laboratory 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 40 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in laboratory and office environments with low to moderate noise levels and controlled temperature conditions. Employees are frequently exposed to odors, fumes, and hazardous chemicals and physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. Works outdoors, as needed, and subject to inclement weather.

DRAFT

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.

DRAFT

ATTACHMENT F

December 2023
FLSA: Non-Exempt
CLASS CODE 5413
BARGAINING UNIT: TEAMSTERS

INSTRUMENTATION TECHNICIAN

DEFINITION

Under general supervision, performs skilled, technical work related to installing, troubleshooting, preventative and corrective maintenance, and repairing of metering, recording, and data logging, and control instrumentation, including electronic, pneumatic, hydraulic, and electro-mechanical systems as found in the water and wastewater treatment plants, water wells, pump stations, water reservoirs and other Utilities related facilities; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is a journey-level classification responsible for performing work in the maintenance and repair of electronic and pneumatic systems and equipment found in the City's water and wastewater treatment plants, water wells, pump stations, water reservoirs, and other Utilities related facilities. 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. Work is normally reviewed upon completion and for overall results. This class is distinguished from the Electrician in that the latter performs skilled electrical work on City electrical equipment and systems, including the water treatment plant, wastewater treatment plant, sanitary and storm collections systems, wells, traffic signals, and streetlights.

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.

- Inspects, installs, repairs, maintains, calibrates, tests, and troubleshoots electrical, mechanical, and other process instrumentation, such as indicators, recorders, flow meters, transmitters, transducers, electric motors, switches, panels, lines, controls, regulators, instrumentation equipment, valve actuators, and other equipment related to the City's water and wastewater operations.
- Performs preventative maintenance, services and tests equipment, including communications and telemetry systems, SCADA, and PLC software and hardware, according to an established schedule; performs minor software adjustments.
- Inspects facilities and equipment to determine the need for major maintenance or repair; develops and maintains a schedule for preventative maintenance of instrumentation equipment.
- Installs, troubleshoots, and repairs automated telemetry equipment including calibration of input sensors such as flow meters, level transducers, pressure transducers, and other monitoring equipment.
- Calibrates equipment and instruments on a routine schedule and after repairs; makes unscheduled or emergency repairs as required.
- Reads and interprets electrical and electronic schematics, mechanical and instrumentation drawings, instrument loop diagrams, wiring diagrams, and construction drawings necessary to install, service, and repair equipment in accordance with related regulations and vendor specifications.

DRAFT

- Uses and performs maintenance on a variety of tools, electrical, and electronic test equipment; calibrates equipment as required; assists in reading and calibrating gauges and meters used for process control.
- Assists in maintaining an inventory of materials, tools and supplies; requisitions materials as required.
- Maintains and calibrates critical equipment for facility safety, including fixed and portable as detectors, safety alarms, and the Chemical Scrubber system equipment.
- Confers with operations staff to determine equipment problems; suggests methods of minimizing such problems in an operational setting.
- Attends training and safety sessions as assigned; observes appropriate safety procedures and works to applicable codes and guidelines; makes appropriate use of related safety equipment as required.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, and methods related to the electrical maintenance and repair of motors, switches, panels, lines, regulators, and related equipment and facilities used in the water and wastewater treatment facilities and the laboratory.
- Principles, practices, and methods related to the maintenance and repair of various data acquisition and control instrumentation.
- Telephone, telemetry, and SCADA equipment.
- Regulations pertaining to electrical and electronic installation, maintenance, and repairs.
- Electrical and electronic schematic diagrams.
- Principles of operation of water, wastewater, and laboratory systems.
- Principles of variable frequency drives motors, and control systems.
- The use and care of test equipment and hand and power tools common to the trade.
- Safety practices, procedures, and equipment pertaining to work in the industry, including working underground, in confined spaces, around high voltage, and around hazardous chemicals.
- Safe work methods and safety practices pertaining to the work.
- Applicable federal and state laws; City, department, and division regulations, codes, policies, and procedures.
- Recordkeeping principles and procedures.
- Business arithmetic techniques.
- 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:

- Inspect, operate, diagnose problems, and perform preventive maintenance and repair work on electronic meters and recording instruments and SCADA systems; take appropriate action when failures occur.
- Analyze work problems and make corrections that will facilitate the completion of assignments.
- Read and interpret gauges and other recording devices and interpret the information as it relates to repair and maintenance activities.
- Read and understand sketches, equipment manuals, schematic diagrams, construction drawings, and blueprints.

DRAFT

- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and equipment required for the work.
- Perform a variety of support for engineering, fabricating, and design duties related to water and wastewater instrumentation systems construction, maintenance, and repair; interpret sketches and diagrams.
- Maintain manual and automated logs, records, parts inventory, reports, and charts.
- Perform work in confined spaces, following required confined space entry procedures.
- 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 an associate degree in electronic sensory systems diagnosis, maintenance, repair and testing and three (3) years of technical electronics experience in the maintenance, installation and repair of electronic sensory control systems.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- Possession of a Grade I Water Distribution Operator certificate issued by the State Water Resources Control Board is highly desirable.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 50 pounds, or heavier weights with the use of proper equipment and assistance from other staff.

DRAFT

ENVIRONMENTAL CONDITIONS

Employees 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 members of the public or with staff under emotionally stressful conditions while 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.

DRAFT

ATTACHMENT G

DECEMBER 2023
FLSA: Exempt
CLASS CODE: 1528
BARGAINING UNIT: DEPT. HEAD

DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Community and Economic Development Department, including economic development, planning and building safety; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the Assistant City Manager or designee in areas of expertise; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from assigned supervisory or management staff. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over management, supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a department director classification that oversees, directs, and participates in all activities of the Community and Economic Development Department which encompasses economic development, planning, building safety, including short- and long-term planning, development, and administration of departmental policies, procedures, and services. This class provides assistance to the Assistant City Manager or designee in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy 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.

- Assumes full management responsibility for all Community and Economic Development Department programs, services, and activities.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's annual budget and capital improvement budgets; directs the forecast of additional funds needed for staffing, equipment,

DRAFT

materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.

- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Confers with engineers, developers, architects, and a variety of outside agencies and the general public in acquiring information and coordination of development and planning-related matters; provides information regarding these matters.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other 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.
- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and practices of economic development, local planning and development; planning and zoning.

- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- 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 and professional leadership and direction for the department and the City.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- 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.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and 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 in public administration, business administration, economics, planning, or a related field and seven (7) years of management experience in community development, economic development, planning or a related field. Previous experience at the level of Deputy or Assistant Director of Community Development is desirable. Public sector experience 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; to operate a motor vehicle and visit various City sites; and vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. 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 and 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.

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. 2023-

AUTHORIZING: 1) AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN AND MASTER SALARY SCHEDULE TO ADD THE CLASSIFICATIONS OF UTILITIES LABORATORY SUPERVISOR, UTILITIES MAINTENANCE SUPERVISOR, PARALEGAL AND DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT; 2) AMENDMENTS TO EXISTING CLASSIFICATIONS TO REFLECT MODIFICATIONS TO JOB DUTIES, REQUIRED CERTIFICATIONS OR SUPERVISION; AND 3) REALLOCATION OF THE DIRECTOR OF DEVELOPMENT SERVICES TO DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT.

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 to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs; and

WHEREAS, to support the laboratory section of the Utilities Division, staff recommends the creation of the Utilities Laboratory Supervisor classification; and

WHEREAS, to support the needs of the Utilities Division of the Operations & Utilities Department, staff recommends the creation of the Utility Maintenance Supervisor classification; and

WHEREAS, to support the needs of the City Attorney's Office, staff recommends the creation of the Paralegal classification; and

WHEREAS, as part of the reorganization of Development Services Department to Community and Economic Development, staff recommends the creation of the Director of Community and Economic Development classification and reallocation of the Director of Development Services to Director of Community and Economic Development; and

WHEREAS, to broaden the supervisory scope, staff recommends minor changes to the Laboratory Quality Assurance Officer and Instrumentation Technician classification to change the certification requirement to highly desirable; 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 2023-24 budget and will be amended to reallocate the Director of Development Services to Director of Economic Development; 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 Schedule 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, required certifications or supervision to; and be it further

RESOLVED: That the Proposed Master Salary Schedule shall become effective December 17, 2023.

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

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

December 5, 2023

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a General Services Agreement with Motorola Solutions, Inc. for police communications maintenance with a total not to exceed amount of $81,000 and for the term of seven (7) months (December 2023 to June 2024).

EXECUTIVE SUMMARY

The Police Department's 5-year contract with previous vendor, Delta Wireless has become obsolete due to Delta Wireless closing its business. Delta Wireless was the exclusive vendor providing services for Motorola in the Central Valley. Due their closure, Motorola Solutions, Inc. is taking over responsibility and honoring all previous contracts with agencies who worked with Delta Wireless.

As a result, a new agreement with Motorola Solutions, Inc. is necessary.

BACKGROUND AND LEGISLATIVE HISTORY

The Police Department uses Motorola equipment for all police communication needs. This includes all portable police radios, vehicle radios, radio tower equipment, 9-1-1 Communication Center equipment, and all accessories including antennas, receivers, and voters.

Delta Wireless was the exclusive provider authorized by Motorola Solutions, Inc. to sell, repair, and maintain all Motorola equipment in the Central Valley. Tracy Police Department was in a three-year contract with Delta Wireless until 2025. On October 1, 2023, Delta Wireless provided notice of their intent to close business effective October 31, 2023.

As Motorola Solutions, Inc. works to identify another local vendor to service their Central Valley clients, they are taking over responsibility and honoring all previous contracts with agencies who worked with Delta Wireless.

They have agreed to enter into agreements to provide the same services and maintenance to existing equipment and at the same cost as agreed in the Delta Wireless contract.

A new agreement is needed between City of Tracy and Motorola Solutions, Inc.

ANALYSIS

All of Tracy Police Department police communication equipment is Motorola product. This includes 177 portable radios and 73 mobile/vehicle radios, all 9-1-1 Communication Center radio equipment, all police communication tower equipment, and all supporting accessories.

The unexpected closure of Delta Wireless has created an emergency situation. Tracy Police Department cannot operate without a vendor who can provide maintenance and services for the existing police communication equipment.

Due to high cost of transitioning to another brand, and timing required to research options and facilitate the Request For Proposal (RFP) process there is a significant impact to public safety.

An exception to the procurement procedure requiring an RFP process can be made Pursuant to Tracy Municipal Code 2.20.180(b)(4) - when, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those commodities, equipment or general services the costs of which equal or exceed Fifty Thousand and no/100ths ($50,000.00) Dollars.

FISCAL IMPACT

The (7) seven-month agreement would cost $80,016 ($10,002 monthly). This is the same cost as provided in the Delta Wireless agreement. The funding is provided through the Police Department's operating budget in the General Fund.

PUBLIC OUTREACH/ INTEREST

This is an operational item for the Police Department. No public outreach was conducted.

COORDINATION

This is an operational item and a vendor change only. No coordination is needed with any other City department.

CEQA DETERMINATION

This is not a CEQA project.

STRATEGIC PLAN

This agenda item is related to Council's strategic priority for Public Safety.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving a Master Services Agreement with Motorola Solutions, Inc. for police communications maintenance with a total not to exceed amount of $81,000 and for the term of seven (7) months (December 2023 to June 2024).

Prepared by: Beth Lyons-McCarthy, Support Division Manager

Reviewed by: Sekou Millington, Chief of Police
Sara Cowell, Director of Finance
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachments:

Attachment A: Master Service Agreement Motorola Solutions, Inc.

ATTACHMENT A

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2384401
Contract Number: USC000857851
Contract Modifier:

Cyber Services / Opt-In Acknowledgement Section:

Note: *This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.*

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	X		#_____
Remote Security Update Service (RSUS)			#1
Managed Detection and Response (MDR)			#1

*** Service Opt-out - I have received a briefing on this service and choose not to subscribe.**

**** If Selecting "Not Applicable", please consider the following, and enter reason code:**

1 ----- Infrastructure / Product / Release Not Supported

2 ----- Tenant or User Restrictions

3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE | TITLE | DATE

CUSTOMER (PRINT NAME)

Laura O'Brien | CSM | 10/19/23

MOTOROLA REPRESENTATIVE(SIGNATURE) | TITLE | DATE

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2384401
Contract Number: USC000857851
Contract Modifier:

Laura O'Brien	224-775-8254
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name :	TRACY POLICE DEPT, CITY OF
Contract Number :	USC000857851
Contract Modifier :	
Contract Start Date :	01-Nov-2023
Contract End Date :	30-Jun-2024

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2384401
Contract Number: USC000857851
Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2384401
Contract Number: USC000857851
Contract Modifier:

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2384401
Contract Number: USC000857851
Contract Modifier:

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2384401
Contract Number: USC000857851
Contract Modifier:

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Section 18. INSURANCE

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

18.2 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount of $2,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

18.3 Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount of $1,000,000 per accident for bodily injury and property damage.

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

18.5 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount of $1,000,000 per claim and in the aggregate.

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2384401
Contract Number: USC000857851
Contract Modifier:

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

4/18/2022

City of Tracy PD
Inventory

Equip	Qty	Ea			2022-2023 Annual
[redacted]				$	120,024.00
			Monthly	$	10,002.00
			Backbone	$	6,170.00
			Subscriber	$	3,832.00
MCC7500	1	$ 5,440.00		$	5,440.00
Astro Tac Comparator	2	$ 70.00		$	140.00
Astro Tacc Receivers	8	$ 40.00		$	320.00
Quantar Base	4	$ 40.00		$	160.00
Consolette	1	$ 60.00		$	60.00
XTL2500 Logging	1	$ 25.00		$	25.00
APX7500 Dual Band - Logging	1	$ 25.00		$	25.00
APX7000 Dual Band Portable	6	$ 14.00		$	84.00
APX6000 Portables	177	$ 12.00		$	2,124.00
APX 7500 Dual Band Mobile	67	$ 16.00		$	1,072.00
XTS2500 Portables	3	$ 12.00		$	36.00
HP800GISFF Command van	2	$ 60.00		$	120.00
APX8500 Mobile	5	$ 16.00		$	80.00
CDM750 Mobile	1	$ 16.00		$	16.00
MIP-Server	1	$ 60.00		$	60.00
MIP-Gateway	6	$ 40.00		$	240.00

Tracy PD MCC7500 Inventory 2022 - 2023

				After Warranty
				$ 5,440.00
Model Number	**Serial Number**	**Item**	**Description**	**Price**
TRACY PD SITE Rack 1				
CLN1856A	147CQX0459	HP Procurve 2620-24	SITE LAN SWITCH 01	$ 40.00
T7577A	147CQX1731	GGM 8000	SITE GATEWAY 01	$ 40.00
T7039A	112CQX1273	GTR 8000	CHANNEL 1 BASE RADIO	$ 150.00
T7039A	112CQX1276	GTR 8000	CHANNEL 2 BASE RADIO	$ 150.00
9100-9	4130	TRAK 9100	FREQUENCY STANDARD	$ 30.00
T7585A	405CQX0017	GCP 8000	CONVENTIONAL SITE CONTROLLER 01	$ 80.00
M21QSM9PW1AN	518CGB0238	XTL2500	TPD 1 Logging	$ 25.00
M30TSS9PW1AN	656CQT0720	APX7500 Dual Band	TPD 2 Logging	$ 25.00
Tracy PD SITE Rack 2				
T7577A	147CQX1733	GGM 8000	CSUB GATEWAY 01	$ 40.00
T7577A	147CQX1735	GGM 8000	CSUB GATEWAY 02	$ 40.00
CLN1856A	147CQX0456	HP Procurve 2620-24	CSUB SWITCH 01	$ 40.00
CLN1856A	147CQX0457	HP Procurve 2620-24	CSUB SWITCH 02	$ 40.00
T7321A	112CQX0212	GCM 8000	CHANNEL 1 COMPARATOR	$ 80.00
T7321A	112CQX0206	GCM 8000	CHANNEL 2 COMPARATOR	$ 80.00
TT2565C	2UA4420YYY	SERVER	Part of K2 Core	$ 175.00
TRACY PD SITE Rack 3				
T7861A	405CQX0015	HP PROCURVE 2620-24	BACKHAUL LAN SWITCH 01	$ 40.00
T7861A	405CQX0016	HP PROCURVE 2620-24	BACKHAUL LAN SWITCH 02	$ 40.00
T7857A	405CQX0019	HP PROCURVE 2620-24	CORE LAN SWITCH 02	$ 40.00
T7857A	405CQX0020	HP PROCURVE 2620-24	CORE LAN SWITCH 01	$ 40.00
T7577A	405CQX0012	GGM 8000	TRANSPORT GATEWAY 01	$ 40.00
T7577A	405CQX0013	GGM 8000	TRANSPORT GATEWAY 02	$ 40.00
T7585A	405CQX0018	GCP 8000	CONVENTIONAL SITE CONTROLLER 02	$ 80.00
T7577A	147CQX3503	GGM 8000	CONVENTIONAL CHANNEL GATEWAY 02	$ 40.00
T7577A	147CQX2989	GGM 8000	CONVENTIONAL CHANNEL GATEWAY 01	$ 40.00
F4543A	469SQW003N	SDM 3000 SITE MANAGER	AUX I/O PANNEL	$ 80.00
2750020000	1446000868	RAD IP MUX	IP MUX	$ 525.00
TRACY PD SITE DISPATCH				
TT2538C(HP Z420)	2UA4440NQK	DISPATCH OPERATOR POSITION PC	OP01	$ 175.00
B1933A	443CQX0691	VOICE PROCESSOR MODULE	OP01	$ 80.00
TT2538C(HP Z420)	2UA4440NNQ	DISPATCH OPERATOR POSITION PC	OP02	$ 175.00
B1933A	443CQX0694	VOICE PROCESSOR MODULE	OP02	$ 80.00
TT2538C(HP Z420)	2UA4440NPD	DISPATCH OPERATOR POSITION PC	OP03	$ 175.00

B1933A	443CQX0693	VOICE PROCESSOR MODULE	OP03	$ 80.00
TT2538C(HP Z420)	2UA4440NNC	DISPATCH OPERATOR POSITION PC	OP04	$ 175.00
B1933A	443CQX0689	VOICE PROCESSOR MODULE	OP04	$ 80.00
TT2538C(HP Z420)	2UA4440NPR	DISPATCH OPERATOR POSITION PC	OP05	$ 175.00
B1933A	443CQX0690	VOICE PROCESSOR MODULE	OP05	$ 80.00
TT2538C(HP Z420)	2UA4440NMD	DISPATCH OPERATOR POSITION PC	OP06	$ 175.00
B1933A	443CQX0692	VOICE PROCESSOR MODULE	OP06	$ 80.00
TT2538C(HP Z420)	2UA4440NQK	DISPATCH OPERATOR POSITION PC	SPARE	$ 175.00
B1933A	443CQX0697	VOICE PROCESSOR MODULE FRU	SPARE	$ 80.00
TRACY PD SITE GREEN				
T7577A	147CQX1690	GGM 8000	SITE GATEWAY 01	$ 40.00
CLN1856A	147CQX0458	HP PROCURVE 2620-24	SITE LAN SWITCH 01	$ 40.00
T7039A	112CQX1277	GTR 8000	CHANNEL 1 BASE RADIO	$ 150.00
T7039A	112CQX1278	GTR 8000	CHANNEL 2 BASE RADIO	$ 150.00
2750020000	1446000867	RAD IP MUX	IPMUX	$ 525.00
9100-8	1405	TRAK 9100	FREQUENCY STANDARD	$ 30.00
T5770A	525CGD0047	AstroTac UHF Comparator	TPD	$ 70.00
T5589A	743CGD0005	AstroTac UHF Voting Rxvr	STA 94 CH 1	$ 40.00
T5589A	743CGD0006	AstroTac UHF Voting Rxvr	STA 97 CH 1	$ 40.00
T5589A	743CGD0007	AstroTac UHF Voting Rxvr	SCHOOL MAINT CH 1	$ 40.00
T5589A	743CGD0008	AstroTac UHF Voting Rxvr	STA 96 CH 1	$ 40.00
T5589A	743CJH0003	AstroTac UHF Voting Rxvr	STA 96 CH 2	$ 40.00
T5589A	743CJH0004	AstroTac UHF Voting Rxvr	SCHOOL MAINT CH 2	$ 40.00
T5589A	743CJH0005	AstroTac UHF Voting Rxvr	STA 97 CH 2	$ 40.00
T5589A	743CJH0006	AstroTac UHF Voting Rxvr	STA 94 CH 2	$ 40.00
T5770A	525CJF0121	AstroTac UHF Comparator	TPD	$ 70.00
T5365A	509CGD1668	Quantar Base	TPD CH 1	$ 40.00
T5365A	509CJF1994	Quantar Base	TPD CH 2	$ 40.00
T5365A	509CGZ1616	Quantar Base	TPD CLEMARS	$ 40.00
T5365A	509CGZ1617	Quantar Base - Spare	TPD	$ 40.00
L30SSS9PW1AN	761CPR0532	APX7500 Consolette	Consolette	$ 60.00

Tracy PD Subscriber Inventory 2022 - 2023

Model	Serial	Location	Description	Type	Price	$ 3,832.00
M25DKC9AA1AN	103TLY4242	Tracy PD Command Van	CDM750 Low band		$ 16.00	
H46SDC9PW5AN	407CGB0866		XTS2500	Portable	$ 12.00	
H46SDC9PW5AN	407CGB0909		XTS2500	Portable	$ 12.00	
H46SDC9PW5AN	407CGM1189		XTS2500	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8242		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8243		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8244		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8245		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8246		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8247		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8248		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8249		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8250		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8251		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8252		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8253		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8254		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8255		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8256		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8257		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8258		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8259		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8260		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8261		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8262		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8263		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8264		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8265		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8266		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8267		APX6000	Portable	$ 12.00	missing
H98QDD9PW5AN	481CQT8268		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8269		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8270		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8271		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8272		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8273		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8274		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8275		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8276		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8277		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8278		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8279		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8280		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8281		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8282		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8283		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8284		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8285		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8286		APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8287		APX6000	Portable	$ 12.00	

Tracy PD Subscriber Inventory 2022 - 2023

H98QDD9PW5AN	481CQT8288	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8289	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8290	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8291	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8292	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8293	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8294	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8295	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8296	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8297	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8298	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8299	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8300	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8301	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8302	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8303	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8304	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8305	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8306	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8307	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8308	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8309	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8310	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8311	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8312	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8313	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8314	APX6000	Portable	$ 12.00	missing
H98QDD9PW5AN	481CQT8315	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8316	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8317	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8318	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8319	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8320	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8321	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8322	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8323	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8324	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8325	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8326	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8327	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8328	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8329	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8330	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8331	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8332	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8333	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8334	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8335	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8336	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8337	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8338	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8339	APX6000	Portable	$ 12.00	

Tracy PD Subscriber Inventory 2022 - 2023

H98QDD9PW5AN	481CQT8340	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8341	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8342	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8343	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8344	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT8345	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9864	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9865	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9866	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9867	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9868	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9869	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9870	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9871	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9872	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9873	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9874	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9875	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9876	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9877	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9878	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9879	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9880	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9881	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9882	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9883	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9884	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9885	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9886	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9887	APX6000	Portable	$ 12.00	missing
H98QDD9PW5AN	481CQT9888	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9889	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9890	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9891	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9892	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9893	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9894	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9895	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9896	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9897	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9898	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9899	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9900	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9901	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9902	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9903	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9904	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9905	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9906	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9907	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9908	APX6000	Portable	$ 12.00	
H98QDD9PW5AN	481CQT9909	APX6000	Portable	$ 12.00	

Tracy PD Subscriber Inventory 2022 - 2023

H98QDD9PW5AN	481CQT9910		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CQT9911		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CQT9912		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CQT9913		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CUR2242		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CUR2243		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CUR2244		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CUR2245		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CUR2246		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CUR2247		APX6000	Portable	$	12.00	
H98QDD9PW5AN	481CWB2466		APX6000		$	12.00	Warranty
H98QDD9PW5AN	481CWB2467		APX6000		$	12.00	
H98QDD9PW5AN	481CWB2468		APX6000		$	12.00	
H98QDD9PW5BN	481CXD0794	Tracy PD	APX6000		$	12.00	
H98QDD9PW5BN	481CXD0795		APX6000		$	12.00	
H98QDD9PW5BN	481CXD0796		APX6000		$	12.00	
H98QDD9PW5BN	481CXD0797	Tracy PD	APX6000		$	12.00	
H98QDD9PW5BN	481CXD0800	Tracy PD Conference Roo	APX6000		$	12.00	
H98QDD9PW5BN	481CXD0801	Tracy PD Conference Roo	APX6000		$	12.00	
H98QDD9PW5BN	481CXD0802		APX6000		$	12.00	
H98QDD9PW5BN	481CXD0805	Tracy PD Conference Roo	APX6000		$	12.00	
H98QDD9PW5BN	481CXD0809		APX6000		$	12.00	
H98QDD9PW5BN	481CXD0810		APX6000		$	12.00	
H98QDD9PW5BN	481CXD0812		APX6000		$	12.00	
H98QDD9PW5BN	481CXD0813	Tracy PD Conference Roo	APX6000		$	12.00	
H98QDD9PW5BN	481CXD0816	Tracy PD Conference Roo	APX6000		$	12.00	
H98QDD9PW5BN	481CXD0817		APX6000		$	12.00	
H97TGD9PW1AN	655CQT4474		APX7000 Dual Band	Portable	$	14.00	
H97TGD9PW1AN	655CQT4475		APX7000 Dual Band	Portable	$	14.00	
H97TGD9PW1AN	655CQT4476		APX7000 Dual Band	Portable	$	14.00	
H97TGD9PW1AN	655CQT4477		APX7000 Dual Band	Portable	$	14.00	
H97TGD9PW1AN	655CQT4478		APX7000 Dual Band	Portable	$	14.00	
H97TGD9PW1AN	655CQT4479		APX7000 Dual Band	Portable	$	14.00	
M30TSS9PW1AN	656CQT0658		APX7500 Dual BandMotorcy	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0659		APX7500 Dual BandMotorcy	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0660		APX7500 Dual BandMotorcy	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0661		APX7500 Dual BandMotorcy	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0662		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0663		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0664		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0665		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0666		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0667		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0668		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0669		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0670		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0671		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0672		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0673		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0674		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0675		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0676		APX7500 Dual Band	Mobile	$	16.00	

Tracy PD Subscriber Inventory 2022 - 2023

M30TSS9PW1AN	656CQT0677		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0678		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0679		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0689		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0690		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0691		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0692		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0693		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0694		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0695		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0696		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0697		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0698		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0699		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0700		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0701		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0702		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0703		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0704		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0705		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0706		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0707		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0708		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0709		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0710		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0711		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0712		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0713		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0714		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0715		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0716		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0717		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0718		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0719		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0721		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0722		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0723	Tracy PD Command Van	APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0724		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0725		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0726		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0727		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CQT0728		APX7500 Dual Band	Mobile	$	16.00	
M30TSS9PW1AN	656CRF1558	Tracy PD Motorcycle	Radio ID 35878	Mobile	$	16.00	
M30QSS9PW1AN	656CSH0281	Tracy PD Command Van	APX7500 UHF		$	16.00	
M30QSS9PW1AN	656CSH0282	Tracy PD Command Van	APX7500 UHF		$	16.00	
M30QSS9PW1AN	656CSH0283	Tracy PD Command Van	APX7500 DUAL BAND 800	Mobile	$	16.00	
M30KSS9PW1AN	656CSH0284	Tracy PD Command Van	APX7500 VHF		$	16.00	
M30KSS9PW1AN	656CSH0285	Tracy PD Command Van	APX7500 VHF		$	16.00	
M37TSS9PW1AN	681CVKC133	#5443	APX8500	Mobile	$	16.00	Warranty 5/2022
M37TSS9PW1AN	681CVKC134	#5442	APX8500	Mobile	$	16.00	Warranty 5/2022
M37TSS9PW1AN	681CVKC135		APX8500	Mobile	$	16.00	Warranty 5/2022
M37TSS9PW1AN	681CVKC136	#5444	APX8500	Mobile	$	16.00	Warranty 5/2022

Tracy PD Subscriber Inventory 2022 - 2023

M37TSS9PW1AN	681CVKC137		APX8500	Mobile	$	16.00	Warranty 5/2022
L3482AC	740CSE0101	Tracy PD Command Van	MIP5000 Gateway		$	40.00	
L3482AC	740CSF0157	Tracy PD Command Van	MIP5000 Gateway		$	40.00	
L3482AC	740CSF0162	Tracy PD Command Van	MIP5000 Gateway		$	40.00	
L3482AC	740CSF0166	Tracy PD Command Van	MIP5000 Gateway		$	40.00	
L3482AC	740CSF0167	Tracy PD Command Van	MIP5000 Gateway		$	40.00	
L3482AC	740CSF0168	Tracy PD Command Van	MIP5000 Gateway		$	40.00	
ABKPRRYRN	AB1858284	Tracy PD Command Van	Aberdeen Server		$	60.00	
HP800GISFF	MXL5262H5Z	Tracy PD Command Van	OP1		$	60.00	
HP800GISFF	MXL5262H62	Tracy PD Command Van	OP2		$	60.00	

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2384401
Contract Number: USC000857851
Contract Modifier:

Date:10/18/2023

Company Name:	TRACY POLICE DEPT, CITY OF
Attn:	
Billing Address:	333 CIVIC CENTER PLAZA
City, State, Zip:	TRACY , CA, 95376
Customer Contact:	Beth Lyons-McCarthy
Phone:	(209) 831-6594

Required P.O. :	
PO # :	
Customer # :	1000418344
Bill to Tag # :	
Contract Start Date :	01-Nov-2023
Contract End Date :	30-Jun-2024
Payment Cycle :	MONTHLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	$49,359.99
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$0.00
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$30,656.00

Subtotal - Recurring Services	$10,002.00	$80,015.99
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$80,015.99

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:
Essential Plus Includes:

MSI Dispatch
MSI Onsite Sys Support-Std
MSI Preventive Maintenance1
MSI Repair and Return
MSI Security Update Service
MSI System Tech Support

Contract administration - subscriber FSO support per attached Tracy PD subscriber inventory 2022-2023. Includes labor and parts required to restore the equipment to manufacturers specifications and annual preventative maintenance.

Equipment that is end of life is best effort, upon parts availability.

Please note the SUA is covered under current contract agreement: USC000378469

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-

APPROVING A GENERAL SERVICES AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR POLICE COMMUNICATIONS MAINTENANCE WITH A TOTAL NOT TO EXCEED AMOUNT OF $81,000 AND FOR A TERM OF SEVEN (7) MONTHS (DECEMBER 2023 TO JUNE 2024)

WHEREAS, The Tracy Police Department's 5-year contract with the previous vendor, Delta Wireless, has become obsolete due to Delta Wireless closing its business; and

WHEREAS, Delta Wireless was the exclusive vendor providing services for Motorola Solutions, Inc. (Motorola) in the Central Valley; and

WHEREAS, Motorola is taking over responsibility from Delta Wireless and honoring all previous contracts with agencies who entered into contracts with Delta Wireless; and

WHEREAS, The Police Department uses Motorola equipment for all police communication needs. This includes all portable police radios, vehicle radios, radio tower equipment, 9-1-1 Communication Center equipment, and all accessories including antennas, receivers, and voters; and

WHEREAS, The unexpected closure of Delta Wireless has created an emergency situation. Tracy Police Department cannot operate without a vendor who can provide maintenance and services for the existing police communication equipment; and

WHEREAS, The City may dispense with its competitive bidding and RFP procedures pursuant to Tracy Municipal Code 2.20.180(b)(4) when, in the determination of the City Council, compliance with the procedure is not in the best interest of the City for those commodities, equipment or general services the costs of which equal or exceed Fifty Thousand and no/100ths ($50,000.00) Dollars; and

WHEREAS, City Council has determined that compliance with the City's competitive bidding procedures is not in the best interest of the City, in part, because the City needs a vendor to maintain and service its communication equipment to carry out its law enforcement obligations and there can be no period of time without such a vendor satisfying such maintenance and service needs; and

WHEREAS, The City seeks to enter into a (7) seven-month agreement with Motorola for a total cost of $80,016 ($10,002 monthly), the same cost as provided in the Delta Wireless agreement.

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct;

RESOLVED: That City Council does hereby approve a General Services Agreement with Motorola Solutions, Inc. for police communications maintenance with a total not to exceed amount of $81,000 and for a term of seven (7) months (December 2023 to June 2024); and be it

FURTHER RESOLVED: Subject to approval by the City Attorney, the City Council does hereby authorize the City Manager to execute the Agreement and any amendments.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 5, 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

December 5, 2023

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving Amendment No. 2 to the City's Urban County Community Development Block Grant and HOME Investment Partnership Cooperation Agreement with San Joaquin County, to comply with updates to federal law and regulations.

EXECUTIVE SUMMARY

Staff proposes amendments to the existing Cooperation Agreement with the County of San Joaquin for the purpose of compliance with recent updates to federal law and regulations of the Federal Department of Housing and Urban Development (HUD). The City of Tracy entered into a Cooperation Agreement with San Joaquin County (County) on July 7, 1993, to participate in an Urban County Consortium (Cooperation Agreement), amended in 2014 to reflect changes requested by the United States Department of Housing and Urban Development (HUD). These amendments were amended and incorporated on August 5, 2014, by City Council Resolution 2014-115.

On August 30, 2023, the City of Tracy was notified by the County that the County's Requalification for Entitlement Status is on hold with HUD, as the provisions included herein, must be incorporated into the existing Cooperation Agreement by formal amendment. San Joaquin County Board of Supervisors approved Amendment No. 2 to all participating jurisdictions' Cooperation Agreements on September 26, 2023.

Staff is recommending that the City Council approve Amendment No. 2 to the City's Urban County Community Development Block Grant and HOME Investment Partnership Cooperation Agreement with San Joaquin County.

BACKGROUND AND LEGISLATIVE HISTORY

As noted above, the City of Tracy entered into the Cooperative Agreement with the County to participate in an Urban County Consortium on July 7, 1993, attached herein as **Attachment A.** The Cooperation Agreement was subsequently amended in 2014 to reflect changes requested by HUD to include the following provision to Section II, Subsection J:

> 3. *The grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.*

On August 5, 2014, the City Council approved Amendment No. 1 by Council Resolution 2014-115, included herein as **Attachment B.**

DISCUSSION

Every three years, the San Joaquin County must undergo a requalification process established by HUD to remain an Urban County. On August 24, 2023, the County was informed by HUD that the County's requalification for Entitlement status was not accepted as submitted, requiring the Cooperation Agreement to be amended with the amendments included herein, to requalify as an Urban County.

On August 30, 2023, City staff was notified by the County of HUD's direction to incorporate the following amendments, reflective of existing HUD language and citations:

- Section II, Subsection J.2.a is hereby amended to read in its entirety as follows:

  Section 104 b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws, and the implementing regulations at 24 CFR part 6.

- Section III, Subsection I, Subsection 1, is hereby amended to include the following provision:

  e. *Title II of the Americans with Disabilities Act, and the implanting regulations at 28 CFR part 35; and Section 3 of the Housing and Urban Development Act of 1968.*

- Section VI, is hereby amended to include the following provisions:

  d. *Such failure to comply will void the automatic renewal for such qualification period.*

  e. *Participating units of general local government cannot terminate or withdraw until the CDBG funds and program income received are expended and the funded activities completed.*

- Except as modified herein, the terms and conditions of the Cooperative Agreements shall remain in full force and effect.

On September 26, 2023, the San Joaquin County Board of Supervisors approved Amendment No. 2 and on September 27, 2023, the San Joaquin County notified all participating jurisdictions of the approval status.

Staff is recommending that the City Council approve Amendment No. 2 to the City's Urban County Community Development Block Grant and HOME Investment Partnership Cooperation Agreement with San Joaquin County, included herein as **Attachment C**.

The proposed amendments will achieve compliance with federally-required provisions of grant agreements, and remove HUD's temporary pause on the City's Requalification for Entitlement Status. Nothing in the newly added terms will change the City's policies and procedures for implementing this program.

FISCAL IMPACT

The City of Tracy receives an annual pass-through allocation from the County based on HUD's annually approved budget and administered in compliance with the terms established in the Cooperation Agreement. The City of Tracy received a total of $2,025,116 in program funding during the previous Urban County qualification period of 2021-2024, detailed as follows:

Fiscal Year	CDBG Allocation	HOME Allocation
2021-2022	$498,077	$163,461
2022-2023	$495,584	$180,173
2023-2024	$506,211	$181,610

CEQA DETERMINATION

The proposed action is exempt under CEQA pursuant to the Common Sense Exemption of CEQA Guidelines 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

STRATEGIC PLAN

This agenda item supports the City of Tracy Economic Development Strategic Priority, to implement Community Development Block Grant funding.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving Amendment No. 2 to the City's Urban County Community Development Block Grant and HOME Investment Partnership Cooperation Agreement with San Joaquin County, to comply with updates to federal law and regulations.

Prepared by: Joseph Viorge-Koide, Acting Management Analyst

Reviewed by: 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 – Cooperation Agreement dated July 7, 1993
Attachment B – City Council Resolution 2014-115
Attachment C – Amendment No. 2 to Cooperation Agreement

Attachment A

A-93-915

URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT AND
HOME INVESTMENT PARTNERSHIP ACT
COOPERATION AGREEMENT

THIS AGREEMENT is entered into this 7 day of July, 1993, by and between the City of TRACY, hereinafter referred to as **Recipient**, and the County of San Joaquin, hereinafter referred to as **County**.

WHEREAS, the **Recipient** is a duly constituted corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the **County** is duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, Government Code Sections 6500, et seq., authorize two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the **County** shall be responsible for the application for grants available to the Urban County; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto, whereby the parties shall jointly undertake community development and housing assistance activities financed in whole or in part by Community Development Block Grant (CDBG) funds; and

WHEREAS, the Department of Housing and Urban Development requires the **County**, as grant applicant, to enter into written agreement with recipients of Home Investment Partnership Act (HOME) funds, pursuant to 24 CFR 92.504.

NOW, THEREFORE, BE IT RESOLVED as follows:

I. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, and HOME Program guidelines, 24 CFR Part 92.

II. The parties agree that:

A. CDBG Allocation

Annual CDBG allocations will be distributed to the **Recipient** based on the criteria contained in the Urban County Allocation Agreement adopted by both the **Recipient** and the **County.**

B. CDBG Eligible Activities

Each activity undertaken shall meet one of the mandated national objectives, set forth in 24 CFR 570.208. Final determination's of eligibility shall be made by the **County**, and provided to the **Recipient.** Eligible activities may include the following:

1. Activities which benefit low and moderate income persons. The **Recipient** shall document income limits applied, and the point in time when the benefit was determined.

2. Activities which benefit low and moderate income persons based on the area served by the activity. The **Recipient** shall document:

   a. The boundaries of the service area; and

   b. The income characteristics of families and unrelated individuals in the service area.

3. Activities which benefit low and moderate income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low and moderate income persons. The **Recipient** shall document:

a. The facility or service is designed for, and used by, senior citizens, handicapped persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers (presumptive low/mod benefit); or

b. The nature and, if applicable, the location of the facility or service and that it is used predominantly by low and moderate income persons; or

c. The size and annual income of the family of each person receiving the benefit.

4. Activities which benefit low and moderate income persons based on the creation of jobs. The **Recipient** shall provide:

a. A copy of a written agreement from each assisted business containing:

(1) a commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons, and will provide training for any of these jobs requiring special skills or education; and

(2) a listing by job title of the permanent jobs to be created, which jobs require special skills or education, and which jobs are part-time, if any; and

(3) a description of actions to be taken by the **Recipient** and business to ensure that low/mod income persons receive first consideration for these jobs.

b. A listing by job title of the permanent jobs filled, and which jobs of those were available to low/mod income persons, and a listing

of low/mod income persons interviewed for a particular job; and which low and moderate income persons were hired.

5. Activities which benefit low and moderate income persons based on the retention of jobs. The **Recipient** shall provide:

   a. Evidence that, in the absence of CDBG assistance, jobs would be lost; and

   b. For each business assisted, a listing by job title of permanent jobs retained; and

   c. For each retained job claimed to be held by a low/mod income person, information of the size and annual income of the person's family.

6. Activities which aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which qualified an area as a slum or blighted area. The **Recipient** shall provide:

   a. The boundaries of the area; and

   b. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the slum and/or blight criteria.

7. Activities which meet a community development need having a particular urgency. The **Recipient** shall document:

   a. The nature and degree of seriousness of the condition, requiring assistance; and

   b. That the CDBG activity was designed to address the urgent need; and

   c. The timing of the development of the serious condition; and

d. Evidence that confirm that other financial resources to alleviate the need were not available.

C. CDBG Eligibility Determination

The **Recipient** shall demonstrate that an eligibility determination was made as prescribed in 24 CFR 570.201. Final determination's of eligibility shall be made by the **County**, and provided to the **Recipient.**

D. CDBG Property Acquisition or Improvement

The **Recipient** shall document any real property acquisition or improvement in whole or in part using CDBG funds that exceeds $25,000. A subrecipient may not change the use, or planned use, of any such property, (including the beneficiaries of such use), from that for which the acquisition or improvement was made, for five years after the closeout of the grant, unless the **Recipient** provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change, and either:

1. The new use of such property qualifies as meeting one of the national objectives, and is not a building for the general conduct of government; or
2. The property is disposed of in a manner which results in the amount of the current fair market value of the CDBG funded acquisition or improvement, and the **Recipient's** CDBG Program is reimbursed in this amount.

E. CDBG Citizen Participation

The **Recipient** shall comply with the citizen participation requirements as follows:

1. Provide citizens with information concerning the amount of CDBG funds expected to be available; and

2. Provide citizens with the range of activities that may be undertaken with CDBG funds; and

3. Hold at least one public hearing to obtain citizen views on community needs; and

4. Publish community-wide, its proposed statement of community development objectives and projected use of CDBG funds so as to afford affected citizens the opportunity to comment.

F. CDBG Subrecipient Agreements

The **Recipient** shall enter into agreements with all subrecipients that, at a minimum, includes the requirements of this agreement, and the following:

1. Suspension or termination may occur if the subrecipient materially fails to comply with any term of the award in accordance with 24 CFR 85.43, and that the award may be terminated for convenience in accordance with 24 CFR 85.44; and

2. Where applicable the subreceipient will comply with conditions prescribed in 24 CFR 570.200(j) for the use of funds by religious organizations.

G. CDBG Recordkeeping

The **Recipient** shall establish and maintain sufficient records to enable The Department of Housing and Urban Development (HUD), to determine whether the **Recipient** has met the requirements of 24 CFR 570, Community Development Block Grant Program. At a minimum, the following records are needed:

1. Records providing a full description of each activity assisted (or being assisted) with CDBG funds including its location the amount of CDBG funds budgeted, obligated and expended for the activity and the eligibility provision.

H. CDBG Reports

The **Recipient** shall submit the following performance and/or evaluation reports to the **County** to facilitate mandated reporting to HUD:

1. A quarterly calendar report of progress and accomplishments for all funded activities, to include a quantitative list of activity beneficiary type(s); and
2. An annual equal employment opportunity report (HUD/EEO-4) on **Recipient** employment, containing data as of June 30th; and
3. A semi-annual Minority Business Enterprise Report by March 30th, indicating contract and subcontract activity during the first half of the fiscal year and, by September 30th, a report on such activity during the second half of the year; and
4. The **Recipient's** may be required to submit such other reports and information as HUD determines are necessary to carry out its responsibilities.

I. CDBG Program Income

The **Recipient** shall inform the **County** of any program income generated by expenditure of CDBG funds. Program income earned by the **Recipient** is to be returned to the **County** or retained by the **Recipient.** Where program income is to be retained by the **Recipient**, program income may be used only for eligible activities, subject to all applicable requirements governing the use of CDBG funds. When the subrecipient retains program income, program income shall be substantially disbursed before additional drawdowns of grant funds are made for the same activity. Upon close-out or change in status, the **Recipient** shall return to the **County** all program income on-hand and received subsequent to close-out or change in status.

J. CDBG Administration

As the primary general-purpose local government unit under the Housing and Community Development Act of 1974, as amended, it shall be the responsibility of the **County** to apply for grants, to administer all funds received, and to undertake or assist in undertaking essential community development and housing assistance activities.

1. The **County** shall maintain records in accordance with applicable statutes and regulations and with approved accounting procedures, and said records shall be available for public inspection at all times; and

2. The **County** and the **Recipient** shall take all required actions necessary to comply with:

   a. Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws, and

   b. Provision of the National Environmental Policy Act of 1969.

K. CDBG Uniform Administrative Requirements

The **Recipient** shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502 and the Urban County's certification required by Section 104 (b) of Title I the Housing and Community Development Act of 1974, as amended including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1975, and other applicable laws.

L. Reversion of CDBG Assets

The **Recipient** and any of its subrecipients shall, at the expiration of the CDBG grant, transfer to the **County** any CDBG funds on hand at the time of expiration, and any accounts receivable attributable to the use of CDBG funds.

M. CDBG Audit

Annually, the **Recipient** shall undertake an audit of its entire operation, by an independent auditor, in accordance with generally acceptable government auditing standards covering financial audits. Results of this audit shall be forwarded to the **County** within 30 days of completion of the audit. Additionally, the **Recipient** and any subrecipients of CDBG funds shall make available for review all documentation related to the utilization of CDBG funds upon notification by HUD, the **County** or their designated agents.

N. CDBG Property and Acquisition

Property records are to be maintained for all equipment acquired with CDBG funds having an initial acquisition cost of $5,000 or more. A copy of the property record should be forwarded to the **County** upon receipt of the equipment.

O. CDBG Subrecipient Agreement

Pursuant to 24 CFR 570.501 (b), the **Recipient** is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

III. The parties further agree that:

A. HOME Allocation:

Annual HOME allocations will be distributed to the **Recipient** based upon the formula established within the Urban County Allocation Agreement. The HOME allocation will be reduced by 15% to meet HUD's Community Housing Development Organization (CHDO) set-aside mandate and up to 10% to cover costs related to compliance with HOME administrative requirements. An additional 5%

of the HOME allocation may be set-aside for CHDO administrative related expenses. The net HOME allocation will be used as the basis for the Urban County allocation of funds. Once the **Recipient** is informed of its HOME allocation, the **Recipient** will submit a detailed listing of activities to be performed, a schedule for completing the activities, and a budget.

B. HOME Eligible Activities:

HOME funds may only be used for eligible activities as reflected in 24 CFR 92.205. Eligible activities include:

1. Moderate Rehabilitation - construction to an existing structure where the average total development cost is less than or equal to $25,000.
2. Substantial Rehabilitation - Rehabilitation where the average total development cost of the project is greater than $25,000.
3. Conversion - Conversion of an existing structure from an alternative use to affordable residential housing.
4. Reconstruction - Building a new structure on an existing foundation.
5. New Construction - Newly build residential project.
6. Tenant Based Assistance - Rental assistance to eligible tenants.
7. Acquisition of Property
8. Relocation Costs
9. Administrative Costs - Limited to 10% of annual allocation. (Reserved for actual HOME program administration by the participating jurisdiction.)
10. Project Soft Costs:
    a. Finance related costs
    b. Pre-construction related costs
    c. Project audit costs
    d. Affirmative marketing and fair housing

C. HOME Income Targeting

HOME funds may only be used in pursuit of providing affordable housing for low income and very low income families and individuals; 100% of HOME funds must be used to benefit families and individuals whose annual income falls at or below 80% of the **County** median income.

1. Rental Housing -

a. At least 90% of HOME funds must be invested in units that are occupied by families whose incomes do not exceed 60% of the median family income for the area; and

b. The remaining funds (up to 10%) must be invested in units occupied by families below 80% of median income, and if a rental housing project has 3 or more units, 20% of HOME monies must be spent on units occupied by families whose incomes are less than or equal to 50% of the median family income for the area.

2. Homeownership -

a. HOME funds must benefit first-time homebuyers, existing low-income homeowners whose family incomes are at or below 80% of the area median income.

D. Home Affordability

1. Rental Housing

a. HOME assisted unit rents must be at or below the lesser of either:

(1) The existing Section 8 Fair Market Rent, or

(2) 30% of the adjusted income of a family whose income is less than or equal to 80% of the median income for the area (High Home Rent);

b. Remain affordable for the following terms based on the average HOME subsidy per unit:

Rehabilitation of up to $15,000	5 years
Rehabilitation off $15,000 - $40,000	10 years
Rehabilitation of $40,000 +	15 years
New Construction (any amount)	20 years

c. Have at least 20% of a project's units occupied by very low-income families paying not more than 30% of monthly adjusted gross income for rent.

2. Homeownership-

Benefit first time homebuyer whose family income is at or below 80% of the area median income, and the purchase price of the property must be less than 90% of the median area purchase price.

3. To insure compliance with the aforementioned affordability criteria, a Deed of Trust shall be recorded on the benefiting property securing the HOME investment. The County of San Joaquin shall be named as beneficiary on the Deed of Trust. In the event of default or prepayment, and subsequent liquidation of debt, the **County** will credit the **Recipients** HOME account equal to the liquidated amount.

E. Maximum Per Unit HOME Subsidy

The maximum per unit subsidy for San Joaquin County is:

0 Bedrooms	$54,870
1 Bedroom	$62,898

2 Bedrooms $76,483

3 Bedrooms $98,943

4 Bedrooms $108,609

F. HOME Repayments

Repayment, interest, and other return on the investment of HOME funds are to be remitted to the **County** to be used later by the **Recipient** for subsequent HOME eligible activities.

G. Uniform Administrative Requirements for HOME

The **Recipient** shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 92.505(a).

H. HOME Housing Quality Standards

Owners of rental housing assisted with HOME funds must maintain the housing in compliance with applicable Housing Quality Standards and local code requirements for the duration of the agreement (for a period of 5-20 years, or longer if FHA insurance is used).

I. Other Federal Requirements

The **Recipient** shall comply with the following federal requirements when making HOME funds available.

1. Equal Opportunity - No person in the United States shall, on the grounds of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.

   a. Fair Housing Act and implementing regulations at 24 CFR part 100; E.O. 11063, as amended by E.O. 12259 (Equal Opportunity in Housing) and implementing regulations at 24 CFR 107; and

Title VI of the Civil Rights Act of 1964 (Nondiscrimination in Federally Assisted Programs).

b. Age Discrimination Act of 1975 and implementing regulations and the prohibition against discrimination against handicapped individuals under Sec. 504 of the Rehabilitation Act of 1973 and implementing regulations.

c. The requirements of E.O. 11246 (Equal Opportunity Employment) and implementing regulations.

d. The requirements of E.O. 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

2. Fair Housing - The **Recipient** will affirmatively further fair housing.

J. Affirmative Marketing

The **Recipient** shall establish affirmative marketing procedures and requirements for HOME assisted housing containing five or more housing units.

K. HOME Flood Insurance

HOME funds may not be used with respect to acquisition, new construction or rehabilitation of a project located in an area identified by FEMA as having special flood hazards, unless the **Recipient's** community is participating in the National Flood Insurance Program, and flood insurance is obtained as a condition of approval of the commitment.

L. HOME Disbursements

Disbursement requests must be made through the **County**. Disbursements will not be made until needed for payment.

M. HOME Subrecipient Agreement

The **Recipient** must enter into an agreement with all subrecipients of HOME funds ensuring compliance with HOME Program requirements. The agreement should include each of the parts stated in 24 CFR Part 92.504.

N. Community Housing Development Organization (CHDO)

This set-aside will be placed in an established fund, and will be distributed annually, in a lump sum, to a qualified CHDO performing a HOME eligible activity. The selection of a qualified CHDO will be conducted by a committee, consisting of a representative from each Urban County jurisdiction.

O. HOME Matching Funds

The **Recipient** shall contribute any matching funds for rental assistance; rehabilitation and substantial rehabilitation; and new construction for HOME assisted projects, as required by HUD. Any matching requirement for HOME funds allocated in FY 1992 is waived.

P. HOME Recordkeeping

The **Recipient** shall maintain the following records, subject to audit:

1. Source of funds for each project;
2. Efforts to maximize participation by the private sector in HOME funded projects;
3. Description of each activity assisted with HOME funds, to include census tract location, the amount of HOME funds budgeted, committed and expended for the activity;
4. Documentation demonstrating compliance with match requirements;
5. For each family assisted, records that demonstrate income targeting, and unit affordability;
6. Documentation of equal opportunity and fair housing compliance;

7. Documentation and data on the steps taken to implement the **Recipient** outreach program to minority and female owned businesses; and

8. Records to demonstrate compliance with environmental review requirements.

Q. HOME Record Retention

Records must be retained for three years after closeout of funds, and/or three years after period of affordability expires.

R. HOME Reports

Annually, by September 15th, a report prepared by the **Recipient** shall be submitted to the **County** and shall include at a minimum:

1. Analysis of the **Recipient's** efforts to maximize participation by the private sector;

2. An analysis of the extent to which HOME funds were distributed among different housing categories;

3. An assessment of the **Recipient's** minority outreach program, including analysis of participation by minorities and women and entities owned by minorities and women; and

4. A listing of housing related activities benefiting low income persons undertaken in the **Recipient's** jurisdiction, assisted with federal, non-federal or private funds.

S. Reversion of HOME Assets

The **Recipient** and any of its subrecipients shall, at the expiration of this agreement, transfer to the **County** any HOME funds on hand at the time of expiration, and any accounts receivable attributable to the use of HOME funds.

T. HOME Certifications

The **Recipient** certifies to the **County** it is in compliance with the Certifications included within Attachment 2.

U. Use of HOME Funds

1. HOME funds must be obligated by the **Recipient** to a specific project within 15 months of award. CHDO set-aside must be obligated within 18 months of award.

2. If the **Recipient** determines that it cannot obligate its allocation within 15 months of award, a bank will be established where unobligated HOME allocations will be placed for use by jurisdictions who have identified a HOME eligible project(s). Any jurisdiction using a **Recipient's** banked HOME allocation, will owe the **Recipient** an equal amount of subsequent HOME allocations.

IV. Environmental Standards

Prior to the commencement of each HOME and CDBG funded activity, the **Recipient** will complete all mandated environmental reviews in compliance with 24 CFR Part 58, Environmental Review Procedures for Community Development Block Grants. The **County** will determine the required environmental review procedure to be completed for each activity, and provide technical assistance to facilitate compliance.

V. Certifications & Disclosures

Attachment 1 includes Grantee Certifications which are mandated by HUD. The **Recipient** shall certify that it has adopted and will enforce policies as follows:

A. Drug free work place.

B. Prohibition of excessive use of force within **Recipient's** jurisdiction.

C. Enforce state laws against physically barring entrance to or exit from facilities subject to non-violent civil rights demonstrations

The **Recipient** shall certify and disclose to the **County** accordingly.

VI. Term Of Agreement

The terms of this Agreement shall apply to activities which will be funded from Fiscal Years 1994-1996 CDBG allocations and HOME allocations from Federal Fiscal Years 1992-1996.

A. Any notice of intent to terminate or withdraw from this Agreement by either of the parties hereto shall have no effect until September 30, 1996, the end of the three year Urban County qualification period and such additional time that may be required for the expenditure of funds, granted to the **County** for such period.

B. This Agreement shall remain in effect during any period that **Recipient** or any subrecipients of CDBG funds have control over CDBG or HOME funds, including program income.

C. This agreement will automatically renew at the end of the three year Urban County qualification period, if no changes to the agreement are required by HUD that would require the execution of a new agreement. The renewal period will coincide with the period of subsequent Urban County qualification.

VII. Fair Housing

CDBG or HOME funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the **County's** actions to comply with its fair housing certification is prohibited.

VIII. Amendments

As CDBG or HOME requirements change, the terms of this Agreement will change. CDBG and HOME program changes affecting this Agreement shall be attached unilaterally by the **County** as amendments to this Agreement. A copy of all amendments shall be forwarded to the **Recipient**.

IX. Other Programs

That by executing this agreement the **Recipient:**

A. May not apply for grants under the Small Cities or State CDBG Programs for fiscal years in which it is a participant in the Urban County CDBG program; and

B. May not participate in HOME consortium except through the Urban County.

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first above written.

COUNTY

By:_____
WILLIAM N. SOUSA, Chairman
Board of Supervisors

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Supervisors
of the County San Joaquin,
State of California

By:_____
Deputy Clerk

APPROVED AS TO FORM:

JOHN F. CHEADLE
County COUNSEL

By:_____
EDWARD R. BURROUGHS
Deputy County Counsel

RECIPIENT

By: Dan Bilbrey
_____, Mayor PRO TEM
City of Tracy

ATTEST:
Sharon Smith, City Clerk
City of Tracy

By:_____

APPROVED AS TO FORM
TRACY CITY ATTORNEY
Debra E. Corbett
Debra E. Corbett

CO-OP.AGR

Attachment B

RESOLUTION 2014-115

AUTHORIZING THE CITY OF TRACY TO REMAIN A PARTICPANT IN THE URBAN COUNTY CONSORTIUM FOR THE PURPOSE OF ADMINISTERING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND APPROVING AMENDMENT #1 TO THE URBAN COUNTY CDBG AND HOME INVESTMENT PARTNERSHIP ACT (HOME) COOPERATIVE AGREEMENT

WHEREAS, The City of Tracy, along with the cities of Escalon, Lathrop, Lodi, Manteca, and Ripon are part of a consortium with San Joaquin County for the purpose of administering the CDBG and HOME Programs, and

WHEREAS, The City is eligible to administer its own CDBG funding as a Metropolitan City, the City elects to remain within the Urban County Consortium, and

WHEREAS, The City entered into the Urban County Cooperative Agreement on July 7, 1993, and

WHEREAS, The CDBG and HOME Programs fund a variety of Public Facility and Public Service projects serving low-moderate income and at-risk residents, and

WHEREAS, Every three years it is necessary for San Joaquin County to undergo a requalification process established by the Department of Housing and Urban Development (HUD), and

WHEREAS, HUD has added Amendment #1 to the Urban County Cooperative Agreement, which includes the following language:

> *The grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Ac of 1974, as amended.*

WHEREAS, Authorization to remain a participant in the Urban County Consortium for the 2015-2017 qualification period and approval of Amendment #1 to the Urban County Cooperative Agreement requires execution by an official representative from each participating jurisdiction;

NOW, THEREFORE BE IT RESOLVED, That Council authorizes the City of Tracy to remain a participant of the Urban County Consortium for the purpose of administering the CDBG and HOME Programs and approves Amendment #1 to the Urban County CDBG and HOME Cooperative Agreement.

* * * * * * * * *

The foregoing Resolution 2014-115 was adopted by the Tracy City Council on the 5th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS: MACIEL, MANNE, RICKMAN, YOUNG, IVES

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

INTERIM CITY CLERK

Attachment C

CITY OF TRACY
AMENDMENT NO. 2 TO
Urban County Community Development Block Grant and HOME Investment Partnership Act Cooperation Agreement

This Amendment No. 2 (**Amendment**) to the *Cooperation Agreement* is entered into between the City of Tracy, a municipal corporation (**City**), and the San Joaquin County, a subdivision of the State of California (**County**). City and County are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The City and the County entered into a Cooperation Agreement (**Agreement**) for the Urban County Community Development Block Grant and HOME Investment Partnership Act on July 7, 1993.

B. On or before August 5, 2014, the United States Department of Housing and Urban Development (HUD) required an amendment (**Amendment No. 1**) to the Agreement inserting the following language:

"*The grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities under Title I of the housing and Community Development Act of 1974, as amended.*"

C. On August 5, 2014, the City approved Amendment No. 1 pursuant to that certain Resolution 2014-115.

D. On August 24, 2023, the County was informed by HUD that the Cooperation Agreement must be amended with the amendments included herein, to requalify as an Urban County and notified the City on August 30, 2023.

E. On September 26, 2023, the County Board of Supervisors approved the amendments identified herein.

F. This Amendment is being executed pursuant to Resolution No. 23-____ approved by Tracy City Council on December 5, 2023.

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.

- Section II, Subsection J.2.a is hereby amended to read in its entirety as follows:

Section 104 b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws, and the implementing regulations at 24 CFR part 6.

- Section III, Subsection I, Subsection 1, is hereby amended to include the following provision:

  e. Title II of the Americans with Disabilities Act, and the implanting regulations at 28 CFR part 35; and Section 3 of the Housing and Urban Development Act of 1968.

- Section VI, is hereby amended to include the following provisions:

  d. Such failure to comply will void the automatic renewal for such qualification period.

  e. Participating units of general local government cannot terminate or withdraw until the CDBG funds and program income received are expended and the funded activities completed.

- Except as modified herein, the terms and conditions of the Cooperative Agreements shall remain in full force and effect.

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: Nancy Young
Title: Mayor
Date: _____

San Joaquin County

_____

By: Greg Diederich
Title: Director, Health Care Services Agency
Date: 10.31.2023

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form

By: _____
Bijal M. Patel, City Attorney

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 2 TO THE CITY'S URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIP COOPERATION AGREEMENT WITH SAN JOAQUIN COUNTY, TO COMPLY WITH UPDATES TO FEDERAL LAW AND REGULATIONS

WHEREAS, the City of Tracy entered into a Cooperation Agreement with the San Joaquin County (County) to participate in an Urban County Consortium on July 7, 1993, included herein as **Exhibit A** (Cooperation Agreement); and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requested changes to the Cooperation Agreement in 2014; and

WHEREAS, Amendment No. 1 was adopted and incorporated on August 5, 2014 by City Council Resolution 2014-115, included herein as **Exhibit B**; and

WHEREAS, every three years, the County must undergo a requalification process established by HUD to remain an Urban County; and

WHEREAS, on August 24, 2023, the County was informed by HUD the Cooperation Agreements must be amended with the amendments included herein, to requalify as an Urban County; and

WHEREAS, on August 30, 2023, the City of Tracy was notified by the County of HUD's direction to incorporate the certain amendments, reflective of existing HUD language and citations; and

WHEREAS, on September 26, 2023, the San Joaquin County Board of Supervisors approved Amendment No. 2 reflecting said changes; and

WHEREAS, on September 27, 2023, the San Joaquin County notified all participating jurisdictions of the approval status; and

WHEREAS, staff recommends that the City Council authorize Amendment No. 2 to the existing Urban County Community Development Block Grant and HOME Investment Partnership Cooperation Agreement with San Joaquin County so as to conform to the changes requested by HUD and approved by the County; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy does hereby approve Amendment No. 2 to the Urban County Community Development Block Grant and HOME Investment Partnership Cooperation Agreement between the City of Tracy and San Joaquin County, in the form attached as **Attachment C.**

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 5, 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

ATTACHMENTS
Exhibit A – Cooperation Agreement dated July 7, 1993
Exhibit B – City Council Resolution 2014-115
Exhibit C – Amendment No. 2 to Cooperation Agreement

Exhibit A

A-93-915

URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT AND
HOME INVESTMENT PARTNERSHIP ACT
COOPERATION AGREEMENT

THIS AGREEMENT is entered into this 7 day of July, 1993, by and between the City of TRACY, hereinafter referred to as **Recipient**, and the County of San Joaquin, hereinafter referred to as **County**.

WHEREAS, the **Recipient** is a duly constituted corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the **County** is duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, Government Code Sections 6500, et seq., authorize two or more public agencies to jointly exercise any power common to both; and

WHEREAS, the **County** shall be responsible for the application for grants available to the Urban County; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto, whereby the parties shall jointly undertake community development and housing assistance activities financed in whole or in part by Community Development Block Grant (CDBG) funds; and

WHEREAS, the Department of Housing and Urban Development requires the **County**, as grant applicant, to enter into written agreement with recipients of Home Investment Partnership Act (HOME) funds, pursuant to 24 CFR 92.504.

NOW, THEREFORE, BE IT RESOLVED as follows:

I. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, and HOME Program guidelines, 24 CFR Part 92.

II. The parties agree that:

A. CDBG Allocation

Annual CDBG allocations will be distributed to the **Recipient** based on the criteria contained in the Urban County Allocation Agreement adopted by both the **Recipient** and the **County.**

B. CDBG Eligible Activities

Each activity undertaken shall meet one of the mandated national objectives, set forth in 24 CFR 570.208. Final determination's of eligibility shall be made by the **County**, and provided to the **Recipient.** Eligible activities may include the following:

1. Activities which benefit low and moderate income persons. The **Recipient** shall document income limits applied, and the point in time when the benefit was determined.

2. Activities which benefit low and moderate income persons based on the area served by the activity. The **Recipient** shall document:

   a. The boundaries of the service area; and

   b. The income characteristics of families and unrelated individuals in the service area.

3. Activities which benefit low and moderate income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low and moderate income persons. The **Recipient** shall document:

a. The facility or service is designed for, and used by, senior citizens, handicapped persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers (presumptive low/mod benefit); or

b. The nature and, if applicable, the location of the facility or service and that it is used predominantly by low and moderate income persons; or

c. The size and annual income of the family of each person receiving the benefit.

4. Activities which benefit low and moderate income persons based on the creation of jobs. The **Recipient** shall provide:

a. A copy of a written agreement from each assisted business containing:

(1) a commitment by the business that it will make at least 51% of the jobs available to low and moderate income persons, and will provide training for any of these jobs requiring special skills or education; and

(2) a listing by job title of the permanent jobs to be created, which jobs require special skills or education, and which jobs are part-time, if any; and

(3) a description of actions to be taken by the **Recipient** and business to ensure that low/mod income persons receive first consideration for these jobs.

b. A listing by job title of the permanent jobs filled, and which jobs of those were available to low/mod income persons, and a listing

of low/mod income persons interviewed for a particular job; and which low and moderate income persons were hired.

5. Activities which benefit low and moderate income persons based on the retention of jobs. The **Recipient** shall provide:

   a. Evidence that, in the absence of CDBG assistance, jobs would be lost; and

   b. For each business assisted, a listing by job title of permanent jobs retained; and

   c. For each retained job claimed to be held by a low/mod income person, information of the size and annual income of the person's family.

6. Activities which aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions which qualified an area as a slum or blighted area. The **Recipient** shall provide:

   a. The boundaries of the area; and

   b. A description of the conditions which qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the slum and/or blight criteria.

7. Activities which meet a community development need having a particular urgency. The **Recipient** shall document:

   a. The nature and degree of seriousness of the condition, requiring assistance; and

   b. That the CDBG activity was designed to address the urgent need; and

   c. The timing of the development of the serious condition; and

d. Evidence that confirm that other financial resources to alleviate the need were not available.

C. CDBG Eligibility Determination

The **Recipient** shall demonstrate that an eligibility determination was made as prescribed in 24 CFR 570.201. Final determination's of eligibility shall be made by the **County**, and provided to the **Recipient.**

D. CDBG Property Acquisition or Improvement

The **Recipient** shall document any real property acquisition or improvement in whole or in part using CDBG funds that exceeds $25,000. A subrecipient may not change the use, or planned use, of any such property, (including the beneficiaries of such use), from that for which the acquisition or improvement was made, for five years after the closeout of the grant, unless the **Recipient** provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change, and either:

1. The new use of such property qualifies as meeting one of the national objectives, and is not a building for the general conduct of government; or
2. The property is disposed of in a manner which results in the amount of the current fair market value of the CDBG funded acquisition or improvement, and the **Recipient's** CDBG Program is reimbursed in this amount.

E. CDBG Citizen Participation

The **Recipient** shall comply with the citizen participation requirements as follows:

1. Provide citizens with information concerning the amount of CDBG funds expected to be available; and

2. Provide citizens with the range of activities that may be undertaken with CDBG funds; and

3. Hold at least one public hearing to obtain citizen views on community needs; and

4. Publish community-wide, its proposed statement of community development objectives and projected use of CDBG funds so as to afford affected citizens the opportunity to comment.

F. CDBG Subrecipient Agreements

The **Recipient** shall enter into agreements with all subrecipients that, at a minimum, includes the requirements of this agreement, and the following:

1. Suspension or termination may occur if the subrecipient materially fails to comply with any term of the award in accordance with 24 CFR 85.43, and that the award may be terminated for convenience in accordance with 24 CFR 85.44; and

2. Where applicable the subreceipient will comply with conditions prescribed in 24 CFR 570.200(j) for the use of funds by religious organizations.

G. CDBG Recordkeeping

The **Recipient** shall establish and maintain sufficient records to enable The Department of Housing and Urban Development (HUD), to determine whether the **Recipient** has met the requirements of 24 CFR 570, Community Development Block Grant Program. At a minimum, the following records are needed:

1. Records providing a full description of each activity assisted (or being assisted) with CDBG funds including its location the amount of CDBG funds budgeted, obligated and expended for the activity and the eligibility provision.

H. CDBG Reports

The **Recipient** shall submit the following performance and/or evaluation reports to the **County** to facilitate mandated reporting to HUD:

1. A quarterly calendar report of progress and accomplishments for all funded activities, to include a quantitative list of activity beneficiary type(s); and
2. An annual equal employment opportunity report (HUD/EEO-4) on **Recipient** employment, containing data as of June 30th; and
3. A semi-annual Minority Business Enterprise Report by March 30th, indicating contract and subcontract activity during the first half of the fiscal year and, by September 30th, a report on such activity during the second half of the year; and
4. The **Recipient's** may be required to submit such other reports and information as HUD determines are necessary to carry out its responsibilities.

I. CDBG Program Income

The **Recipient** shall inform the **County** of any program income generated by expenditure of CDBG funds. Program income earned by the **Recipient** is to be returned to the **County** or retained by the **Recipient.** Where program income is to be retained by the **Recipient**, program income may be used only for eligible activities, subject to all applicable requirements governing the use of CDBG funds. When the subrecipient retains program income, program income shall be substantially disbursed before additional drawdowns of grant funds are made for the same activity. Upon close-out or change in status, the **Recipient** shall return to the **County** all program income on-hand and received subsequent to close-out or change in status.

J. CDBG Administration

As the primary general-purpose local government unit under the Housing and Community Development Act of 1974, as amended, it shall be the responsibility of the **County** to apply for grants, to administer all funds received, and to undertake or assist in undertaking essential community development and housing assistance activities.

1. The **County** shall maintain records in accordance with applicable statutes and regulations and with approved accounting procedures, and said records shall be available for public inspection at all times; and

2. The **County** and the **Recipient** shall take all required actions necessary to comply with:

   a. Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws, and

   b. Provision of the National Environmental Policy Act of 1969.

K. CDBG Uniform Administrative Requirements

The **Recipient** shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502 and the Urban County's certification required by Section 104 (b) of Title I the Housing and Community Development Act of 1974, as amended including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1975, and other applicable laws.

L. Reversion of CDBG Assets

The **Recipient** and any of its subrecipients shall, at the expiration of the CDBG grant, transfer to the **County** any CDBG funds on hand at the time of expiration, and any accounts receivable attributable to the use of CDBG funds.

M. CDBG Audit

Annually, the **Recipient** shall undertake an audit of its entire operation, by an independent auditor, in accordance with generally acceptable government auditing standards covering financial audits. Results of this audit shall be forwarded to the **County** within 30 days of completion of the audit. Additionally, the **Recipient** and any subrecipients of CDBG funds shall make available for review all documentation related to the utilization of CDBG funds upon notification by HUD, the **County** or their designated agents.

N. CDBG Property and Acquisition

Property records are to be maintained for all equipment acquired with CDBG funds having an initial acquisition cost of $5,000 or more. A copy of the property record should be forwarded to the **County** upon receipt of the equipment.

O. CDBG Subrecipient Agreement

Pursuant to 24 CFR 570.501 (b), the **Recipient** is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement set forth in 24 CFR 570.503.

III. The parties further agree that:

A. HOME Allocation:

Annual HOME allocations will be distributed to the **Recipient** based upon the formula established within the Urban County Allocation Agreement. The HOME allocation will be reduced by 15% to meet HUD's Community Housing Development Organization (CHDO) set-aside mandate and up to 10% to cover costs related to compliance with HOME administrative requirements. An additional 5%

of the HOME allocation may be set-aside for CHDO administrative related expenses. The net HOME allocation will be used as the basis for the Urban County allocation of funds. Once the **Recipient** is informed of its HOME allocation, the **Recipient** will submit a detailed listing of activities to be performed, a schedule for completing the activities, and a budget.

B. HOME Eligible Activities:

HOME funds may only be used for eligible activities as reflected in 24 CFR 92.205. Eligible activities include:

1. Moderate Rehabilitation - construction to an existing structure where the average total development cost is less than or equal to $25,000.
2. Substantial Rehabilitation - Rehabilitation where the average total development cost of the project is greater than $25,000.
3. Conversion - Conversion of an existing structure from an alternative use to affordable residential housing.
4. Reconstruction - Building a new structure on an existing foundation.
5. New Construction - Newly build residential project.
6. Tenant Based Assistance - Rental assistance to eligible tenants.
7. Acquisition of Property
8. Relocation Costs
9. Administrative Costs - Limited to 10% of annual allocation. (Reserved for actual HOME program administration by the participating jurisdiction.)
10. Project Soft Costs:
    a. Finance related costs
    b. Pre-construction related costs
    c. Project audit costs
    d. Affirmative marketing and fair housing

C. HOME Income Targeting

HOME funds may only be used in pursuit of providing affordable housing for low income and very low income families and individuals; 100% of HOME funds must be used to benefit families and individuals whose annual income falls at or below 80% of the **County** median income.

1. Rental Housing -

a. At least 90% of HOME funds must be invested in units that are occupied by families whose incomes do not exceed 60% of the median family income for the area; and

b. The remaining funds (up to 10%) must be invested in units occupied by families below 80% of median income, and if a rental housing project has 3 or more units, 20% of HOME monies must be spent on units occupied by families whose incomes are less than or equal to 50% of the median family income for the area.

2. Homeownership -

a. HOME funds must benefit first-time homebuyers, existing low-income homeowners whose family incomes are at or below 80% of the area median income.

D. Home Affordability

1. Rental Housing

a. HOME assisted unit rents must be at or below the lesser of either:

(1) The existing Section 8 Fair Market Rent, or

(2) 30% of the adjusted income of a family whose income is less than or equal to 80% of the median income for the area (High Home Rent);

b. Remain affordable for the following terms based on the average HOME subsidy per unit:

Rehabilitation of up to $15,000	5 years
Rehabilitation off $15,000 - $40,000	10 years
Rehabilitation of $40,000 +	15 years
New Construction (any amount)	20 years

c. Have at least 20% of a project's units occupied by very low-income families paying not more than 30% of monthly adjusted gross income for rent.

2. Homeownership-

Benefit first time homebuyer whose family income is at or below 80% of the area median income, and the purchase price of the property must be less than 90% of the median area purchase price.

3. To insure compliance with the aforementioned affordability criteria, a Deed of Trust shall be recorded on the benefiting property securing the HOME investment. The County of San Joaquin shall be named as beneficiary on the Deed of Trust. In the event of default or prepayment, and subsequent liquidation of debt, the **County** will credit the **Recipients** HOME account equal to the liquidated amount.

E. Maximum Per Unit HOME Subsidy

The maximum per unit subsidy for San Joaquin County is:

0 Bedrooms	$54,870
1 Bedroom	$62,898

2 Bedrooms $76,483

3 Bedrooms $98,943

4 Bedrooms $108,609

F. HOME Repayments

Repayment, interest, and other return on the investment of HOME funds are to be remitted to the **County** to be used later by the **Recipient** for subsequent HOME eligible activities.

G. Uniform Administrative Requirements for HOME

The **Recipient** shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 92.505(a).

H. HOME Housing Quality Standards

Owners of rental housing assisted with HOME funds must maintain the housing in compliance with applicable Housing Quality Standards and local code requirements for the duration of the agreement (for a period of 5-20 years, or longer if FHA insurance is used).

I. Other Federal Requirements

The **Recipient** shall comply with the following federal requirements when making HOME funds available.

1. Equal Opportunity - No person in the United States shall, on the grounds of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.

   a. Fair Housing Act and implementing regulations at 24 CFR part 100; E.O. 11063, as amended by E.O. 12259 (Equal Opportunity in Housing) and implementing regulations at 24 CFR 107; and

Title VI of the Civil Rights Act of 1964 (Nondiscrimination in Federally Assisted Programs).

b. Age Discrimination Act of 1975 and implementing regulations and the prohibition against discrimination against handicapped individuals under Sec. 504 of the Rehabilitation Act of 1973 and implementing regulations.

c. The requirements of E.O. 11246 (Equal Opportunity Employment) and implementing regulations.

d. The requirements of E.O. 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

2. Fair Housing - The **Recipient** will affirmatively further fair housing.

J. Affirmative Marketing

The **Recipient** shall establish affirmative marketing procedures and requirements for HOME assisted housing containing five or more housing units.

K. HOME Flood Insurance

HOME funds may not be used with respect to acquisition, new construction or rehabilitation of a project located in an area identified by FEMA as having special flood hazards, unless the **Recipient's** community is participating in the National Flood Insurance Program, and flood insurance is obtained as a condition of approval of the commitment.

L. HOME Disbursements

Disbursement requests must be made through the **County**. Disbursements will not be made until needed for payment.

M. HOME Subrecipient Agreement

The **Recipient** must enter into an agreement with all subrecipients of HOME funds ensuring compliance with HOME Program requirements. The agreement should include each of the parts stated in 24 CFR Part 92.504.

N. Community Housing Development Organization (CHDO)

This set-aside will be placed in an established fund, and will be distributed annually, in a lump sum, to a qualified CHDO performing a HOME eligible activity. The selection of a qualified CHDO will be conducted by a committee, consisting of a representative from each Urban County jurisdiction.

O. HOME Matching Funds

The **Recipient** shall contribute any matching funds for rental assistance; rehabilitation and substantial rehabilitation; and new construction for HOME assisted projects, as required by HUD. Any matching requirement for HOME funds allocated in FY 1992 is waived.

P. HOME Recordkeeping

The **Recipient** shall maintain the following records, subject to audit:

1. Source of funds for each project;
2. Efforts to maximize participation by the private sector in HOME funded projects;
3. Description of each activity assisted with HOME funds, to include census tract location, the amount of HOME funds budgeted, committed and expended for the activity;
4. Documentation demonstrating compliance with match requirements;
5. For each family assisted, records that demonstrate income targeting, and unit affordability;
6. Documentation of equal opportunity and fair housing compliance;

7. Documentation and data on the steps taken to implement the **Recipient** outreach program to minority and female owned businesses; and

8. Records to demonstrate compliance with environmental review requirements.

Q. HOME Record Retention

Records must be retained for three years after closeout of funds, and/or three years after period of affordability expires.

R. HOME Reports

Annually, by September 15th, a report prepared by the **Recipient** shall be submitted to the **County** and shall include at a minimum:

1. Analysis of the **Recipient's** efforts to maximize participation by the private sector;

2. An analysis of the extent to which HOME funds were distributed among different housing categories;

3. An assessment of the **Recipient's** minority outreach program, including analysis of participation by minorities and women and entities owned by minorities and women; and

4. A listing of housing related activities benefiting low income persons undertaken in the **Recipient's** jurisdiction, assisted with federal, non-federal or private funds.

S. Reversion of HOME Assets

The **Recipient** and any of its subrecipients shall, at the expiration of this agreement, transfer to the **County** any HOME funds on hand at the time of expiration, and any accounts receivable attributable to the use of HOME funds.

T. HOME Certifications

The **Recipient** certifies to the **County** it is in compliance with the Certifications included within Attachment 2.

U. Use of HOME Funds

1. HOME funds must be obligated by the **Recipient** to a specific project within 15 months of award. CHDO set-aside must be obligated within 18 months of award.

2. If the **Recipient** determines that it cannot obligate its allocation within 15 months of award, a bank will be established where unobligated HOME allocations will be placed for use by jurisdictions who have identified a HOME eligible project(s). Any jurisdiction using a **Recipient's** banked HOME allocation, will owe the **Recipient** an equal amount of subsequent HOME allocations.

IV. Environmental Standards

Prior to the commencement of each HOME and CDBG funded activity, the **Recipient** will complete all mandated environmental reviews in compliance with 24 CFR Part 58, Environmental Review Procedures for Community Development Block Grants. The **County** will determine the required environmental review procedure to be completed for each activity, and provide technical assistance to facilitate compliance.

V. Certifications & Disclosures

Attachment 1 includes Grantee Certifications which are mandated by HUD. The **Recipient** shall certify that it has adopted and will enforce policies as follows:

A. Drug free work place.

B. Prohibition of excessive use of force within **Recipient's** jurisdiction.

C. Enforce state laws against physically barring entrance to or exit from facilities subject to non-violent civil rights demonstrations

The **Recipient** shall certify and disclose to the **County** accordingly.

VI. Term Of Agreement

The terms of this Agreement shall apply to activities which will be funded from Fiscal Years 1994-1996 CDBG allocations and HOME allocations from Federal Fiscal Years 1992-1996.

A. Any notice of intent to terminate or withdraw from this Agreement by either of the parties hereto shall have no effect until September 30, 1996, the end of the three year Urban County qualification period and such additional time that may be required for the expenditure of funds, granted to the **County** for such period.

B. This Agreement shall remain in effect during any period that **Recipient** or any subrecipients of CDBG funds have control over CDBG or HOME funds, including program income.

C. This agreement will automatically renew at the end of the three year Urban County qualification period, if no changes to the agreement are required by HUD that would require the execution of a new agreement. The renewal period will coincide with the period of subsequent Urban County qualification.

VII. Fair Housing

CDBG or HOME funding for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the **County's** actions to comply with its fair housing certification is prohibited.

VIII. Amendments

As CDBG or HOME requirements change, the terms of this Agreement will change. CDBG and HOME program changes affecting this Agreement shall be attached unilaterally by the **County** as amendments to this Agreement. A copy of all amendments shall be forwarded to the **Recipient**.

IX. Other Programs

That by executing this agreement the **Recipient:**

A. May not apply for grants under the Small Cities or State CDBG Programs for fiscal years in which it is a participant in the Urban County CDBG program; and

B. May not participate in HOME consortium except through the Urban County.

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first above written.

COUNTY

By:_____
WILLIAM N. SOUSA, Chairman
Board of Supervisors

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Supervisors
of the County San Joaquin,
State of California

By:_____
Deputy Clerk

APPROVED AS TO FORM:

JOHN F. CHEADLE
County COUNSEL

By:_____
EDWARD R. BURROUGHS
Deputy County Counsel

RECIPIENT

By: Dan Bilbrey
_____, Mayor PRO TEM
City of Tracy

ATTEST:
Sharon Smith, City Clerk
City of Tracy

By:_____

APPROVED AS TO FORM
TRACY CITY ATTORNEY
Debra E. Corbett
Debra E. Corbett

CO-OP.AGR

Exhibit B

RESOLUTION 2014-115

AUTHORIZING THE CITY OF TRACY TO REMAIN A PARTICPANT IN THE URBAN COUNTY CONSORTIUM FOR THE PURPOSE OF ADMINISTERING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AND APPROVING AMENDMENT #1 TO THE URBAN COUNTY CDBG AND HOME INVESTMENT PARTNERSHIP ACT (HOME) COOPERATIVE AGREEMENT

WHEREAS, The City of Tracy, along with the cities of Escalon, Lathrop, Lodi, Manteca, and Ripon are part of a consortium with San Joaquin County for the purpose of administering the CDBG and HOME Programs, and

WHEREAS, The City is eligible to administer its own CDBG funding as a Metropolitan City, the City elects to remain within the Urban County Consortium, and

WHEREAS, The City entered into the Urban County Cooperative Agreement on July 7, 1993, and

WHEREAS, The CDBG and HOME Programs fund a variety of Public Facility and Public Service projects serving low-moderate income and at-risk residents, and

WHEREAS, Every three years it is necessary for San Joaquin County to undergo a requalification process established by the Department of Housing and Urban Development (HUD), and

WHEREAS, HUD has added Amendment #1 to the Urban County Cooperative Agreement, which includes the following language:

> *The grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Ac of 1974, as amended.*

WHEREAS, Authorization to remain a participant in the Urban County Consortium for the 2015-2017 qualification period and approval of Amendment #1 to the Urban County Cooperative Agreement requires execution by an official representative from each participating jurisdiction;

NOW, THEREFORE BE IT RESOLVED, That Council authorizes the City of Tracy to remain a participant of the Urban County Consortium for the purpose of administering the CDBG and HOME Programs and approves Amendment #1 to the Urban County CDBG and HOME Cooperative Agreement.

* * * * * * * * *

The foregoing Resolution 2014-115 was adopted by the Tracy City Council on the 5th day of August, 2014, by the following vote:

AYES: COUNCIL MEMBERS: MACIEL, MANNE, RICKMAN, YOUNG, IVES

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

INTERIM CITY CLERK

Exhibit C

CITY OF TRACY
AMENDMENT NO. 2 TO
Urban County Community Development Block Grant and HOME Investment Partnership Act Cooperation Agreement

This Amendment No. 2 (**Amendment**) to the *Cooperation Agreement* is entered into between the City of Tracy, a municipal corporation (**City**), and the San Joaquin County, a subdivision of the State of California (**County**). City and County are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. The City and the County entered into a Cooperation Agreement (**Agreement**) for the Urban County Community Development Block Grant and HOME Investment Partnership Act on July 7, 1993.

B. On or before August 5, 2014, the United States Department of Housing and Urban Development (HUD) required an amendment (**Amendment No. 1**) to the Agreement inserting the following language:

"*The grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities under Title I of the housing and Community Development Act of 1974, as amended.*"

C. On August 5, 2014, the City approved Amendment No. 1 pursuant to that certain Resolution 2014-115.

D. On August 24, 2023, the County was informed by HUD that the Cooperation Agreement must be amended with the amendments included herein, to requalify as an Urban County and notified the City on August 30, 2023.

E. On September 26, 2023, the County Board of Supervisors approved the amendments identified herein.

F. This Amendment is being executed pursuant to Resolution No. 23-____ approved by Tracy City Council on December 5, 2023.

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.

- Section II, Subsection J.2.a is hereby amended to read in its entirety as follows:

Section 104 b) of Title 1 of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws, and the implementing regulations at 24 CFR part 6.

- Section III, Subsection I, Subsection 1, is hereby amended to include the following provision:

  e. Title II of the Americans with Disabilities Act, and the implanting regulations at 28 CFR part 35; and Section 3 of the Housing and Urban Development Act of 1968.

- Section VI, is hereby amended to include the following provisions:

  d. Such failure to comply will void the automatic renewal for such qualification period.

  e. Participating units of general local government cannot terminate or withdraw until the CDBG funds and program income received are expended and the funded activities completed.

- Except as modified herein, the terms and conditions of the Cooperative Agreements shall remain in full force and effect.

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: Nancy Young
Title: Mayor
Date: _____

San Joaquin County

_____

By: Greg Diederich
Title: Director, Health Care Services Agency
Date: 10.31.2023

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form

By: _____
Bijal M. Patel, City Attorney

December 5, 2023

Agenda Item 1.L

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving amendments to the 1) Memorandum of Understanding between the City of Tracy and the Tracy Mid-Managers Bargaining Unit; and 2) Memorandum of Understanding between the City of Tracy and General Teamsters Local NO. 439; and 3) authorizing the City Manager to execute the amendments under her administrative authority.

EXECUTIVE SUMMARY

Staff recommends City Council adopt amendments to the Memorandum of Understanding between the City of Tracy and the Tracy Mid-Managers Bargaining Unit (TMMBU) and the General Teamsters Local NO. 439 (Teamsters) to include the 4/11 rotational work schedule for the Communications Unit of the Tracy Police Department. When fully staffed, the Communications Unit has 17 dispatchers maximizing efficiency with appropriate staffing levels. The Communications Unit is currently operating with 14 Dispatchers. To increase scheduling efficiency while providing adequate coverage, the department is proposing to transition the schedule of the Communications Unit employees from the existing 4/10 work schedule to the 4/11 rotational work schedule.

BACKGROUND AND LEGISLATIVE HISTORY

The Communications Unit of the Tracy Police Department is responsible to translate citizen 9-1-1 and non-emergency telephone service requests into the appropriate action, and to dispatch police, fire, medical and other city services via telephone, radio and/or data communications.

Currently employees in the Communications Unit work 4–10-hour days per work week followed by three days off. Employees are scheduled for 10 hour shifts to fully cover each 24-hour period with a minimum of two Dispatchers in the Unit. This schedule creates overtime demands to cover scheduled and unscheduled absences. The transition to the 4/11 rotational work schedule allows employees to work 4–11-hour days per work week followed by 4 days off. This schedule aims to staff the unit with a minimum of three Dispatchers, allows for an overlap between shifts and increased staffing during peak periods. In addition to providing consistent coverage, the 4/11 schedule also provides prescheduled training days, better customer service, and increased staffing to meet the demands of patrol. The proposed 4/11 schedule supports the three pillars of 21st Century Policing – Community Engagement, Wellness, and Training and Education and mirrors the schedule for patrol, therefore encourages a team concept between patrol and the Communications Unit.

ANALYSIS

The Tracy Police Department desires to transition the work schedule for the employees in the Communications Unit to provide consistent coverage, allow for overlap between shifts and increased staffing during peak periods in addition to aligning the schedule with patrol to supporting the 21st Century Policing Model.

TMMBU and Teamsters represent the employees in the Communications Unit of the Tracy Police Department. City management met with representatives from the Teamsters and TMMBU to discuss the schedule transition from the 4/10 to the rotating 4/11 work schedule, to become effective January 1, 2024, subject to City Council approval. Each unit conducted a vote and approved the language in the amendments to the MOU to add the rotating 4/11 schedule. (Attachments A and B).

The schedule transition will ultimately produce cost savings from a reduction in overtime costs, provides consistent staffing coverage, increased support and collaboration with the patrol unit, and provides an attractive schedule to assist with recruitment and retention of highly qualified staff.

FISCAL IMPACT

The cost of this transition is approximately $22,665 annually and will be absorbed in the Police Department's operational budget.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance Strategy

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE COUNCIL

Staff recommends that the City Council adopt a Resolution approving amendments to the 1) Memorandum of Understanding between the City of Tracy and the Tracy Mid-Managers Bargaining Unit; and 2) Memorandum of Understanding between the City of Tracy and General Teamsters Local NO. 439; and 3) authorizing the City Manager to execute the amendments under her administrative authority.

Prepared by: Kimberly Murdaugh, Director of Human Resources

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

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS:

A – Amendment to the Memorandum of Understanding between the City of Tracy and the Tracy Mid-Managers Bargaining Unit (TMMBU) – 4/11 Schedule

B – Amendment to the Memorandum of Understanding between the City of Tracy and General Teamsters Local NO. 439, IBT – 4/11 Schedule

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND
TRACY MID-MANAGERS BARGAINING UNIT
Work Schedule for Public Safety Dispatchers Supervisors

The City of Tracy and Tracy Mid-Managers Bargaining Unit (TMMBU) agree to enter into this amendment to the Memorandum of Understanding to add work schedule language for Public Safety Dispatch Supervisors to the parties Memorandum of Understanding (the "MOU"), which runs through June 30, 2025. The new language will be added to the following sections of the MOU effective January 1, 2024 and shall read as follows:

X Public Safety Dispatch Supervisors

This Article is effective January 1, 2024, and supersedes any provision of this MOU that conflicts with this Article. Any conflicting Article will be modified to exclude Dispatch Supervisors for clarity.

1.1 Work Periods

Public Safety Dispatch Supervisors work the 4/11 rotational work schedule. This schedule consists of four (4) consecutive eleven (11) hour work shifts followed by four (4) consecutive days off. Additional hours will be required beyond the 4/11 rotational work schedule to complete managerial functions, trainings and additional assignments as determined by the Police Chief, or designee and to ensure a minimum of 2080 hours are worked annually. This schedule is on a trial basis and may be discontinued by the Chief of Police with twenty-eight (28) days' notice.

2.1

FOR THE City of Tracy

_____
Midori Lichtwardt
Interim City Manager

Date: _____

FOR THE Tracy Mid-Managers Bargaining Unit

Ed Lovell Digitally signed by Ed Lovell Date: 2023.11.20 11:30:40 -08'00'

_____
Ed Lovell
TMMBU President

Date: 11/20/23

AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TRACY AND
GENERAL TEAMSTERS LOCAL NO. 439, IBT
Work Schedule for Public Safety Dispatchers

The City of Tracy and General Teamsters Local, No. 439, IBT (Teamsters) agree to enter into this amendment to the Memorandum of Understanding to add work schedule language for Public Safety Dispatchers to the parties Memorandum of Understanding (the "MOU"), which runs through June 30, 2025. The new language will be added to the following sections of the MOU effective January 1, 2024 and shall read as follows:

X Dispatchers

This Article is effective January 1, 2024, and supersedes any provision of this MOU that conflicts with this Article. Any conflicting Article will be modified to exclude dispatchers for clarity.

1.1 Work Periods

Dispatchers work the 4/11 rotational work schedule. This schedule consists of four (4) consecutive eleven (11) hour work shifts followed by four (4) consecutive days off. This schedule is on a trial basis and may be discontinued by the Chief of Police with twenty-eight (28) days' notice.

1.2 Salary

Dispatchers are paid a weekly salary in accordance with the Fair Labor Standards Act (FLSA), 29 CFR Section 778.114 (Fluctuating Workweek). Employees' salaries are determined by multiplying the employee's hourly rate by 2080 and dividing it by fifty-two (52).

1.3 Overtime

Overtime is paid at one-half (1/2) times the employee's regular rate of pay in accordance with 29 CFR Section 778.114. The regular rate of pay is calculated by adding the employee's salary with all legally required premium pays and dividing it by the total hours worked in the workweek. When working a forty-four hour workweek, the employee will be paid forty-four (44) hours at the regular rate of pay and four (4) hours of halftime paid at one-half (.5) times their regular rate of pay, resulting in four (4) hours paid at one and one-half (1 1/2) times the employee's regular rate of pay.

Employees will be paid overtime for all hours worked in excess of the employee's regular work shift.

1.4 Holidays

The City observes the following holidays:

New Year's Day	January 1

Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Employees receive one hundred and twelve (112) holiday hours as compensation for holidays. Effective January 1, 2024, these hours will be placed in a holiday bank and paid as follows: (1) Three (3) hours are included in the salary for workweeks that the employee works thirty-three (33) hours. The remaining hours are paid as holiday-in-lieu separate from salary at the rate of one point six three percent (1.63%) of their base rate of pay. Dispatchers do not receive floating holidays. At time of separation from the Public Safety Dispatcher position with the City of Tracy, hours remaining in the holiday bank, based on the holiday schedule above, will be cashed out at separation. Employees who work on an observed holiday will receive one and one-half (1 ½) times their base rate of pay for those hours worked on the holiday, and three (3) times their base rate of pay for all overtime hours worked on the holiday.

7.2 Scheduled and Emergency Overtime

Scheduled overtime means that employees are given at least twenty-four (24) hours advanced notice.

Emergency overtime means that employees are not given at least twenty-four (24) hours advance notice. Failing to perform scheduled or Emergency overtime is grounds for discipline.

When overtime work of a Public Safety Dispatcher is needed, the overtime is offered first to the Public Safety Dispatcher II class, provided that the Department has more than two (2) hours' notice of the need for overtime. If less than two (2) hours' notice is given, the Department may assign overtime to meet operational needs. If operational need requires overtime to be mandated, Dispatchers will be assigned based on reverse seniority.

FOR THE City of Tracy

Midori Lichtwardt
Interim City Manager

Date: _____

FOR THE Teamsters Local No. 439 I.B.T

Gilbert Gomez
Business Representative

Date: 11-20-23

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING AMENDMENTS TO THE 1) MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND THE TRACY MID-MANAGERS BARGAINING UNIT; AND 2) MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRACY AND GENERAL TEAMSTERS LOCAL NO. 439; AND 3) AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENTS UNDER HER ADMINISTRATIVE AUTHORITY

WHEREAS, The Communications Unit of the Tracy Police Department handles local 9-1-1 calls 24 hours per day and 365 days per year; and when fully staffed, the Communications Unit has 17 Dispatchers maximizing efficiency with appropriate staffing levels; and

WHEREAS, The Communications Unit is currently operating with 14 Dispatchers; and

WHEREAS, To increase staffing efficiency while providing adequate coverage, the department proposed a transition from the existing 4/10 work schedule to a 4/11 rotational work schedule; and

WHEREAS, Amending the contract language for Tracy Mid-Managers Bargaining Unit (TMMBU) and General Teamsters Local NO. 439 is necessary to reflect the proposed 4/11 rotational work schedule for the Communications Unit; and

WHEREAS, City management has met and conferred with the bargaining units regarding the contents of the contract amendments; and

WHEREAS, The City desires to grant authority to the City Manager, as the administrative head of the City's employees, to execute the amendment to the Memorandum of Understanding for each unit; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves an amendment to the Memorandum of Understanding, in the form attached as Exhibit A, between the City of Tracy and the Tracy Mid-Managers Bargaining Unit; and be it further

RESOLVED: That the City Council hereby approves an amendment to the Memorandum of Understanding, in the form attached as Exhibit B, between the City of Tracy and the General Teamsters Local NO. 439; and be it further

RESOLVED: That that City Council hereby authorizes the City Manager, as the administrative head of the City's employees, to execute the foregoing amendments.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 5, 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

December 5, 2023

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt a resolution authorizing and approving a Police Services Agreement with the Tracy Unified School District for the utilization of three (3) Tracy Police Officers to serve as School Resource Officers from August 1st, 2023 and end on June 30th.

EXECUTIVE SUMMARY

This item involves the approval of a professional services agreement with the Tracy Unified School District, whereby the City will provide three (3) Tracy Police Officers to serve as School Resource Officers for the Tracy Unified School District.

BACKGROUND AND LEGISLATIVE HISTORY

Since 1999, the Tracy Police Department has provided a School Resource Officer to the Tracy Unified School District and has split the cost 50/50 to fund each School Resource Officer. In 2006, the Tracy Police Department, in partnership with the Tracy Unified School District, added a third School Resource Officer. If approved, this agreement will allow the City to continue providing three (3) Tracy Police Officers to serve as School Resource Officers which will provide Police services to Tracy Unified School District.

ANALYSIS

The Tracy Unified School District (TUSD) intends to provide increased safety by utilizing three (3) Tracy Police Officers(s) to serve as School Resource Officers. The Tracy Police Department has a long-standing working relationship with the Tracy Unified School District and desires to continue accommodating the Tracy Unified School District's request for Police Services. School Resource Officers are stationed at select TUSD schools and assist TUSD in making the grounds and adjacent grounds safe from criminal activity.

The Tracy Police Department and Tracy Unified School District have negotiated a contract starting on August 1st, 2023, and ending on June 30th, 2025. The SRO contract aligns with the Tracy Police Officer's Association memorandum of understanding contract period.

FISCAL IMPACT

The Police Services Agreement with Tracy Unified School District provides funding for fifty percent of the cost of three Police Officers. The remaining 50 percent is funded through the City's General Fund. The positions are included in the adopted fiscal year 23/24 Tracy Police Operational Budget.

STRATEGIC PLAN

This agenda item supports the City of Tracy's strategic plan related to the Council's priority for Public Safety to continue strengthening Community Safety through Crime Prevention Reduction Activities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution authorizing and approving a Police Services Agreement with the Tracy Unified School District for the utilization of three (3) Tracy Police Officers to serve as School Resource Officers from August 1st, 2023 and end on June 30th, 2025.

Prepared by: Miguel Contreras, Police Lieutenant

Reviewed by: Beth Lyons-McCarthy, Police Support Operations Manager
Luis Mejia, Police Captain
Sekou Millington, Chief of Police
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

Attachment A – Police Services Agreement with Tracy Unified School District

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
SCHOOL RESOURCES OFFICER SERVICES

This Professional Services Agreement (hereinafter "Agreement") is made and entered between the City of Tracy, a municipal corporation (hereinafter "City"), and the Tracy Unified School District, (hereinafter "District"). City and District are referred to individually as "Party" and collectively as "Parties."

RECITALS

The following recitals are a substantive portion of this agreement:

A. District seeks to provide increased safety at its public schools by utilizing three (3) Tracy City Police Department Officer(s) ("Officers") designated and assigned by the City as School Resource Officer(s) ("SROs").

B. The City desires to assign and designate the Officers to serve as SROs.

C. The Parties do not intend this Agreement to create on the part of the City or the SROs any duty of care other than the normal duty of care of a police officer. The Parties agree that the District is not delegating to the City the District's duty to protect its students from foreseeable dangers and the District acknowledges that it is in the best position to access, discover, and prevent potential threats. The DISTRICT and CITY desire to create an atmosphere of cooperation toward the common goal of providing a safe learning environment for students and staff.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The City shall, in its sole discretion, assign and establish the schedule for SROs to perform the services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement ("Services"). Exhibit "A" is attached to this agreement and incorporated herein as though fully set forth.

SECTION 2. TERM. The term of this agreement shall begin on August 1, 2023, and end on June 30, 2025, unless terminated in accordance with Section 6.

SECTION 3. DUTIES OF SRO. In addition to any duties described in Exhibit A, the SRO's duties shall include but not be limited to:

3.1. SRO will provide law enforcement expertise to assist the school staff and the District in maintaining safety at the DISTRICT.

3.2. The District and the SROs will work to establish and maintain a collaborative partnership amongst themselves and with the school administration in the SRO's region in order to provide a safe school environment. The SROs will regularly communicate with school administration in the SROs' region as necessary in an effort to share information, discuss issues, and discuss concerns of mutual interest to the City and the District.

3.3. Attend, whenever possible, schools and District in-service training at the invitation of the District Superintendent or designee.

SECTION 4. DUTY SCHEDULE. Currently, the officers assigned as SROs work four days a week, ten hours a day, which is referred to as the "4/10 schedule" in accordance with the City's MOU (as defined below). The City will set the schedule for the SROs to perform the Service at all times considering the District's school

hours and the needs of the City. Whenever possible, it is the intent of the parties that the SROs' duty hours shall conform to the school day. An SRO may be unavailable due to illness, vacation, training, or other department needs. It is not a material breach of this agreement if the SRO and or marked police vehicle is absent from a District campus. Understanding that campus security is a primary concern, the SRO position will be filled by an officer deemed suitable by the department after the assigned officer has been vacant for 2 weeks for any reason until another officer can be chosen for the assignment at the sole discretion of the City.

SECTION 5. SELECTION OF LAW ENFORCEMENT PERSONNEL. The District will provide input regarding the selection of the SROs as described herein.

It is understood and agreed that SROs assigned to the District will normally be so assigned for four year terms at the direction of the City. Notwithstanding this normal commitment, such personnel may be assigned to other duties within the Police Department for purposes of promotional opportunities, career advancement, or otherwise determined by the Chief of Police, unless otherwise prohibited by law or City policy. The City shall provide the District Superintendent with prior notice regarding any person's reassignment from the District.

In the event that the District Superintendent reasonably believes that an SRO is not performing his/her duties or responsibilities, the District Superintendent or designee shall notify the City in writing of the reasons the SRO is not effectively or proficiently performing his/her duties or responsibilities and may also recommend that the SRO be removed as an SRO. Within ten (10) school days of such notice, the City or Police Chief or their designee, shall meet with the SRO and the District Superintendent or their designee and attempt to resolve any problems which may exist. At such meeting, specified City, District, or school staff may also be present upon mutual agreement of the City and Superintendent or their designees. If reasonable attempts are made to resolve any issues that may exist and the issues cannot be resolved, then the SRO may be removed from the SRO program at the City's discretion at the request of the District Superintendent.

The City Chief of Police, at their discretion, may dismiss or reassign the SRO based on departmental rules, regulations, administration reasons, and/or departmental directives, or when it is in the best interest of the City to do so.

In the event of resignation, dismissal, or reassignment of the SRO, or in the case of long-term absence by the SRO, five or more workdays, the City shall attempt to provide a temporary replacement of the SRO, and a temporary replacement for the SRO shall be made as soon as practical.

SECTION 6. COMPENSATION. For the performance of the Services, the District shall pay the City one- half of the actual rate of pay for each SRO, based on a 40-hour work week. The Officers salaries are set forth in the Salary Schedule located in the Memorandum of Understanding between the City and the Tracy Police officers Association (July 1, 2023 through June 30, 2025) ("MOU"). The MOU is public information and can be found at https://www.cityoftracy.org/our- city/departments/human-resources/salary-schedules-mous-and-benefits. Pursuant to the MOU, Officers

receive a 5% pay increase when assigned as an SRO. This 5% increase will be included in the cost of their services the District will pay to the City.

Therefore, based on the MOU the amount paid by the District for three officers to serve as described in this Agreement, not including assigned work in excess of 40 hours, will be $__392,727_per year___, but shall not exceed $_$450,000 per year_____.

$261,818	Fully Burdened Step E + 5% incentive
3	Officers
$785,455	

50%	School District Share
$392,727	District Annual Portion

If the officer is assigned work in excess of 40 hours or required to perform Additional Services, District shall pay additional compensation to City at a rate of 1 ½ times their hourly rate, as directed by the MOU, for each hour worked or additional Service performed. "Additional Services" shall mean any work that is deemed by City to be necessary for the proper implementation of Services, but not included within the Scope of Services described in Exhibit "A".

SECTION 7 INVOICES. City will bill District actual costs for services thirty (30) days in arrears beginning September 1, 2023 and District shall remit payment within thirty (30) days.

SECTION 8. EMPLOYMENT OF OFFICER(S). City shall retain control over supervision, wages, and other terms and conditions of employment of the Officers and SROs providing the Services under this Agreement. The Parties acknowledge that such officers are held to the requirements of the law and City policies and procedures. The District may provide feedback to the City regarding the evaluation of the officers; however, the City shall be responsible for evaluating, managing, and supervising the Officers. The District shall immediately notify City of any concerns regarding the performance of the assigned officer, including, but not limited to, adherence to the duty schedule and quality of Services.

SECTION 9. COMPLIANCE WITH LAWS. The Parties shall keep themselves informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders that may affect in any manner the performance of the Services or those engaged to perform Services under this Agreement.

SECTION 10. INDEMNITY.

10.1 The District shall indemnify, defend, and hold harmless the City, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.

10.2 The City shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the City, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the City.

10.3 If an indemnifying party defends or prosecutes any third party claim, the indemnified party will reasonably cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection with such third party claim. Such cooperation will include access during normal business hours afforded to the indemnifying party to, and reasonable retention by the indemnified party of, records and information that are reasonably relevant to such third party claim, and making the indemnified party and its employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

10.4 It is the intention of the District and City that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.

10.5 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement. With the exception of claims or actions against one another, each party will reasonably cooperate in the defense of claims or actions against either party arising under this Agreement or legal challenges brought as to the validity of the Agreement.

10.6 The provisions of this indemnity shall survive the expiration or termination of the Agreement.

10.7 If the District rejects a tender of defense by the City and/or the Officers under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from

liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District. The Parties understand that student privacy rights may limit the City's and SROs' access to District information, and that the District has broader authority to set and enforce rules governing operation of schools than does the City. For these reasons, among others, the Parties agree that it is not the intent of the Agreement to create a duty of care by the City or its assigned officers/SROs that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officers/SROs and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement, neither the City nor its assigned officer/SROs intends to waive any immunities to which they would be entitled in the absence of the Agreement.

SECTION 11. INSURANCE.

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

11.1 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.

11.2 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.

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

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

11.5 Endorsements. District shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

11.5.1The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

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

11.6 Notice of Cancellation. District 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. District shall immediately obtain a replacement policy.

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

11.8 Insurance Certificate. District 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.

11.9 Substitute Certificates. District 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.

11.10 District's Obligation. Maintenance of insurance by the District as specified in this Agreement shall in no way be interpreted as relieving the District of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District 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.

SECTION 12. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

12.1 Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

12.2 Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to District in accordance with the Scope of Services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination.

12.3 No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement.

SECTION 13. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To City:
Tracy Police Department
Attn: Community Services Division Lieutenant Miguel Contreras
1000 Civic Center Drive
Tracy, California 95376

With a copy to
City Attorney's Office
333 Civic Center Drive
Tracy, CA 95376

With a copy To District:

Tracy Unified School District
Attn: Associate Superintendent of Business Services
1875 W. Lowell Avenue Tracy, California 95376

SECTION 14 – DISPUTE RESOLUTION If any dispute arises between the City and District that cannot be settled after engaging in good faith negotiations, City and District agree to resolve the dispute in accordance with the following:

14.1 Each Party shall designate a senior management or executive level representative to negotiate the dispute;
14.2 The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.
14.3 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.
14.4 The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as a mediator, shall be commenced within thirty (30) days after selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.
14.5 The Parties shall equally bear the costs of any third-party mediator in any alternative dispute resolution process.
14.6 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.

SECTION 15. CONFLICT OF INTEREST.

15.1 Both Parties certify that they will comply with all laws applicable to governmental agencies and related conflicts of interest.

15.2 If the City determines the District is a "Consultant," as that term is defined by the Regulations of the Fair Political Practices Commission, District shall within five (5) days of written notice of such determination by the City, file the appropriate financial disclosure documents required by the Tracy Municipal Code and the Political Reform Act.

SECTION 16. NONDISCRIMINATION. The District and City certify that in the performance of this Agreement, they shall not discriminate in the employment of or interaction with any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person.

SECTION 17. PERSONAL INFORMATION. If, pursuant to this Agreement with District, City shares with District personal information as defined in California Civil Code Section 1798.81.S(d) about a California resident ("Personal Information"), District shall maintain reasonable and appropriate security procedures to protect that personal information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the personal information. District shall not use personal information for direct marketing purposes without City's express written consent. Similarly, the City shall maintain reasonable and appropriate security procedures to protect personal information pertaining to District students or employees.

SECTION 18. PREVAILING PARTY. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services

provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

SECTION 19. SEVERABILITY. If any part hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 20. MISCELLANEOUS

20.1 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
20.2 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.
20.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
20.4 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.
20.5 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.
20.6 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. Nothing contained in this Agreement is intended to amend, modify, supersede, or in any way diminish the terms of the MOU.
20.7 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.
20.8 Signatures. The individuals executing this Agreement on behalf of the District 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.
20.9 Counterparts. City and District agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
20.10 Waiver. 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.

SECTION 21 INTEGRATION OF PRIOR TERMS AND CONDITIONS: This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement at the level of City Manager or City Attorney or equivalent.
The indemnity sections shall survive termination or expiration of this Agreement.

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

City of Tracy

By: Miguel Contreras
Title: Lieutenant, Community Services Division
Date:_____

By: Sekou Millington
Title: Chief of Police
Date: _____

_____
By: Midori Lichtwardt
Title: Interim City Manager
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal Pital, City Attorney

Tracy Unified School District

_____
By: Robert Pecot
Title: Superintendent Tracy Unified
Date: 11/27/23

Exhibit:

A Scope of Services

EXHIBIT "A" SCOPE OF SERVICES

The District School Resource Officers ("SROs") shall perform the following Services. Notwithstanding anything contained in this exhibit or the Agreement to the contrary, neither the City, nor the Tracey Police Department, is assuming any of the District's responsibility (or accompanying liability) for providing safe school grounds, minimizing criminal activity, or any other obligation customary carried out by a school district.

Role of the Resource Officers:

1. SROs shall take reasonable action to assist the District in making the District's school grounds and adjacent grounds safe from criminal activity.
2. To the extent practicable, develop a rapport with school staff and students to minimize disruptive influences on campus.
3. Take reasonable action to assist the District with all aspects of crime prevention and school safety.
4. Take reasonable action to assist the District in the prevention of truancy.
5. Travel between District campuses, with the District understanding and acknowledging that such travel will take the Officers off-campus and result in the lack of the presence of an officer and marked vehicle during such times.
6.

Responsibilities/Procedures:

1. The SRO shall assist the District in resolving truancy issues, including, to the extent practicable, attending Student Attendance Review Board (SARB) meetings and Truancy Mediation Meetings with District Attorney; other duties may include providing information on criminal consequences of truancy.
2. Testify at the District Discipline Review Board and Student Attendance Review Board when requested and provided the SROs requested to testify have knowledge of the facts at issue.
3. To the extent practicable, take reasonable action to assist the District when an emergency situation occurs. The District is primarily responsible for the management, transportation, and release of the students; however, it is intended that the SROs will take responsibility for making the campus safe, preventing further disruption on campus, and protecting any crime scene.
4. Take reasonable action to locate runaways and assist in the investigation of reported missing District students, as it relates to their attendance at school.
5. Take crime reports for incidents that occur on campus or related to school activities.
6. Participate in both site and District safety meetings
7. To the extent required by law, appear and testify in court when needed, provided the SROs requested to testify have knowledge of the facts at issue.
8. Work in collaboration with school security.
9. Provide statistics related to crime, as requested.
10. Take reasonable action to assist the District in school investigations that involve criminal violations.

Hours and Days:

1. Provide Police services during the school year and at mutually agreed to summertime activities (i.e., summer school, registration days.)
2. Officers are currently assigned to work the "4/10 Schedule" (four, ten-hour days per week), and will work with the District to arrange for the days to be covered. Currently, all SRO's work either a Monday-Thursday or Tuesday- Friday, which comports to the school days, the days

which see the most calls for service on the campuses, and the Officers' MOU with the City.

3. Officers must be flexible with their time and/or overtime to assist in evening supervision of nighttime activities and weekend activities.
4. After Hours Community Policing. The SRO shall assist the District in providing security, directing traffic, and interacting with students and the community at activities such as football games, school dances, graduation ceremonies, etc., as mutually agreed upon. The City will invoice the District for the actual cost, (typically 1 ½ times the Officers' salaries as prescribed to in the MOU with the City), for the officers that work these events.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING AND APPROVING A POLICE SERVICES AGREEMENT WITH THE TRACY UNIFIED SCHOOL DISTRICT FOR THE UTILIZATION OF THREE (3) TRACY POLICE OFFICER(S) TO SERVE AS SCHOOL RESOURCE OFFICERS (SROs) FROM AUGUST 1, 2023 AND END ON JUNE 30, 2025

WHEREAS, since 1999, the Tracy Police Department has provided a School Resource Officer to the Tracy Unified School District (District) and has split the cost 50/50 to fund each School Resource Officer (SRO). In 2006, the Tracy Police Department added a third SRO; and

WHEREAS, the City of Tracy, through its Police Department, and the District wish to enter into a Police Services Agreement (Agreement), in substantially the form attached as Attachment A, whereby three SROs will provide certain services at District school campuses to enhance the safety of students; and

WHEREAS, the District has agreed to compensate the City of Tracy at one-half the actual rate of pay, based on a 40-hour work week, as described in the Salary Schedule of the Tracy Police Officer's Association MOU; and

WHEREAS, the proposed Agreement is from August 1, 2023 and end on June 30, 2025; and

NOW, THEREFORE, be it resolved as follows:

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

FURTHER RESOLVED: That the City Council hereby approves a Police Services Agreement with the District.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on December 5th, 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

December 5, 2023

Agenda Item 1.N

RECOMMENDATION

Staff recommends that the City Council adopt a resolution: (1) accepting the construction of the Wastewater Effluent Outfall Pipeline Project, Capital Improvement Project (CIP) 74083, completed by Mozingo Construction, Inc., (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorizing the City Engineer to release the bonds and retention payment; and (4) appropriating remaining monies in CIP 74083 to the original Funds.

EXECUTIVE SUMMARY

Staff recommends accepting the Wastewater Effluent Outfall Pipeline Project, known as Capital Improvement Project (CIP) number 74083 (WEOP Project), that involved construction of a 42-inch diameter wastewater effluent pipeline from the existing wastewater treatment plant (WWTP) to the Old River and authorizing related actions to such acceptance. Mozingo Construction, Inc. (Contractor) completed the Project and staff has determined the work to be satisfactorily completed. As explained below, the final WEOP Project costs of $34,332,514 did not exceed the approved budget of $39,900,000.

BACKGROUND AND LEGISLATIVE HISTORY

In 1998, the City Council authorized the creation of a wastewater expansion plan that included phased CIPs. The WEOP Project is consistent with the City's Wastewater Master Plan and meets the National Pollution Discharge Elimination System (NPDES) Permit requirements.

The completed 42-inch diameter pipe is approximately 3.5 miles long and crosses under both the Tom Paine Slough and Paradise Cut, discharging to the Old River as shown in Attachment A. The pipeline has an average dry weather discharge capacity of 16 million gallons per day (mgd) as allowed under the City's existing permit from the Regional Water Quality Control Board for final effluent discharge at the Old River.

The City designed the WEOP Project to minimize impacts to private properties and farmlands. A portion of the pipe is located within the San Joaquin County right-of-way and a small portion is located within the City public right-of-way. The remaining portion of the pipeline is located within the permanent easements or portions of properties already acquired by the City. Most of the pipeline is constructed underground except for certain appurtenances.

On September 3, 2019, the City Council approved Resolution 2019-182, awarding a construction contract to Mozingo Construction Inc., of Oakdale, California, in a not-to-exceed amount of Twenty-Five Million Nine Hundred Twenty Thousand and One Hundred Dollars ($25,920,100) for construction of the WEOP Project.

The planning, design, permitting, and construction of the WEOP Project was very complex. The pipeline alignment traversed environmentally sensitive areas. The City worked extensively with San Joaquin County, property owners, and growers along the MacArthur Drive and Delta

Avenue, to minimize impacts to the property owners. The City of Tracy obtained ten (10) Federal, State, and Local permits and acquired 12 easement agreements with property owners along the pipe alignment. In addition to the permitting and right of way complexity, staff anticipated substantial additional soft costs to complete the WEOP Project, including design, construction management, inspection, environmental monitoring and testing, in house staff time, advertisements, and printing. Based on these additional costs, the City Council approved CIP 74083 with a total budget of Thirty-Nine Million Nine-Hundred Thousand Dollars ($39,900,000).

Based on inspections by Staff, as of August 30, 2023, the contractor had completed all work required in accordance with the plans and specifications, and City of Tracy Standards.

There is one outstanding item of work being addressed as a repair, or "warranty work." This is for a piece of equipment that allows the pump system to be controlled remotely and was determined to be faulty. This equipment has been returned to the manufacturer for repair. The system may currently be controlled manually until the repaired equipment is reinstalled. The equipment under repair is anticipated to be reinstalled in early December. Notwithstanding the warranty work item, City staff is recommending acceptance of the WEOP Project as complete.

ANALYSIS

The total contract amount with change orders and expenses was $26,133,427 (Final Contract Price). This Final Contract Price includes the original contract amount of $25,920,000 and change orders in the amount of $213,427. The seven (7) change orders issued during construction activities totaled $213,427, which is less than 1 percent of the total contract amount.

Project expenses related to design, right of way acquisitions, permit fees, permit compliance and monitoring, construction management, construction inspection and other related costs were $8,199,087.

The Final Project Price, including the Final Contract Price amount and project expenses did not exceed the authorized Project Budget amount of $39,900,000.

Notwithstanding the warranty work item, City staff is recommending acceptance of the WEOP Project as complete.

FISCAL IMPACT

As noted above, the City Council funded CIP 74083 with a budget of $39,900,000. The project was funded through Wastewater Capital and New Development Fees, with the amount attributable to each fund based on the portion of pipeline capacity serving each, as mentioned above. The cost of the effluent pump station was fully attributable to new development. As detailed below, the total actual costs are below the budgeted amounts, and staff is recommending that the City Council reappropriate the amount remaining in the CIP Budget ($5,567,486) to the original Wastewater Capital and Developer Impact Fees Funds.

The Final Project Price is within the Project Budget as follows:

A.	Construction Contract Amount	$ 25,920,000
B.	Approved Change orders	$ 213,427

C.	Soft Costs: Design, construction management, inspection, Testing & miscellaneous project management Expenses incurred by City	$ 8,199,087
	Total Project Costs	$ 34,332,514
	Total Budget Amount	$ 39,900,000
	Budget Remaining	$ 5,567,486

Staff recommends that the City Council appropriate the remaining funds in CIP 74083 as follows:

Funding Source	Budget	Cost	Adjustments	Balance
Wastewater Capital Fund*	$22,300,000	$19,188,347	$1,364,770	$4,476,423
Developer Impact Fees Fund	$17,600,000	$15,144,166	($1,364,770)	$1,091,063
Totals	$39,900,000	$34,332,514	$0	$5,567,486

**The adjustment of $1,364,770 from Developer Impact Fees to WW Capital was to correct an error in the wrong fund being expensed for the pumping station costs not attributable to rate payers.*

PUBLIC OUTREACH / INTEREST

Public outreach sessions were conducted during the construction period to notify residents about any road closures. Press releases and social media postings were updated as construction progressed and any impacts to access on some roadways. Staff does not anticipate future impacts of this WEOP Project requiring additional public outreach.

CEQA DETERMINATION

The WEOP Project is one of the projects in the City of Tracy Wastewater Treatment Plant (WWTP) Expansion Program to expand the WWTP capacity from 9.8 mgd to 16 mgd. The City Council adopted Resolution 2002-431, on October 15, 2002, certifying that the Final Environmental Impact Report for the WWTP Expansion Program as complete and in compliance with the California Environmental Quality Act. All necessary CEQA determinations were completed prior to the design and construction (State Clearing House Number 2000012039).

STRATEGIC PLAN

This agenda item supports the Quality-of-Life Strategic Priority.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution: (1) accepting the construction of the Wastewater Effluent Outfall Pipeline Project, Capital Improvement Project (CIP) 74083, completed by Mozingo Construction, Inc., (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, (3) authorizing the City Engineer to release the bonds and retention payment; and (4) appropriating remaining monies in CIP 74083 to the original Funds.

Prepared by: Ilene Macintire, Senor Civil Engineer, Utilities Division

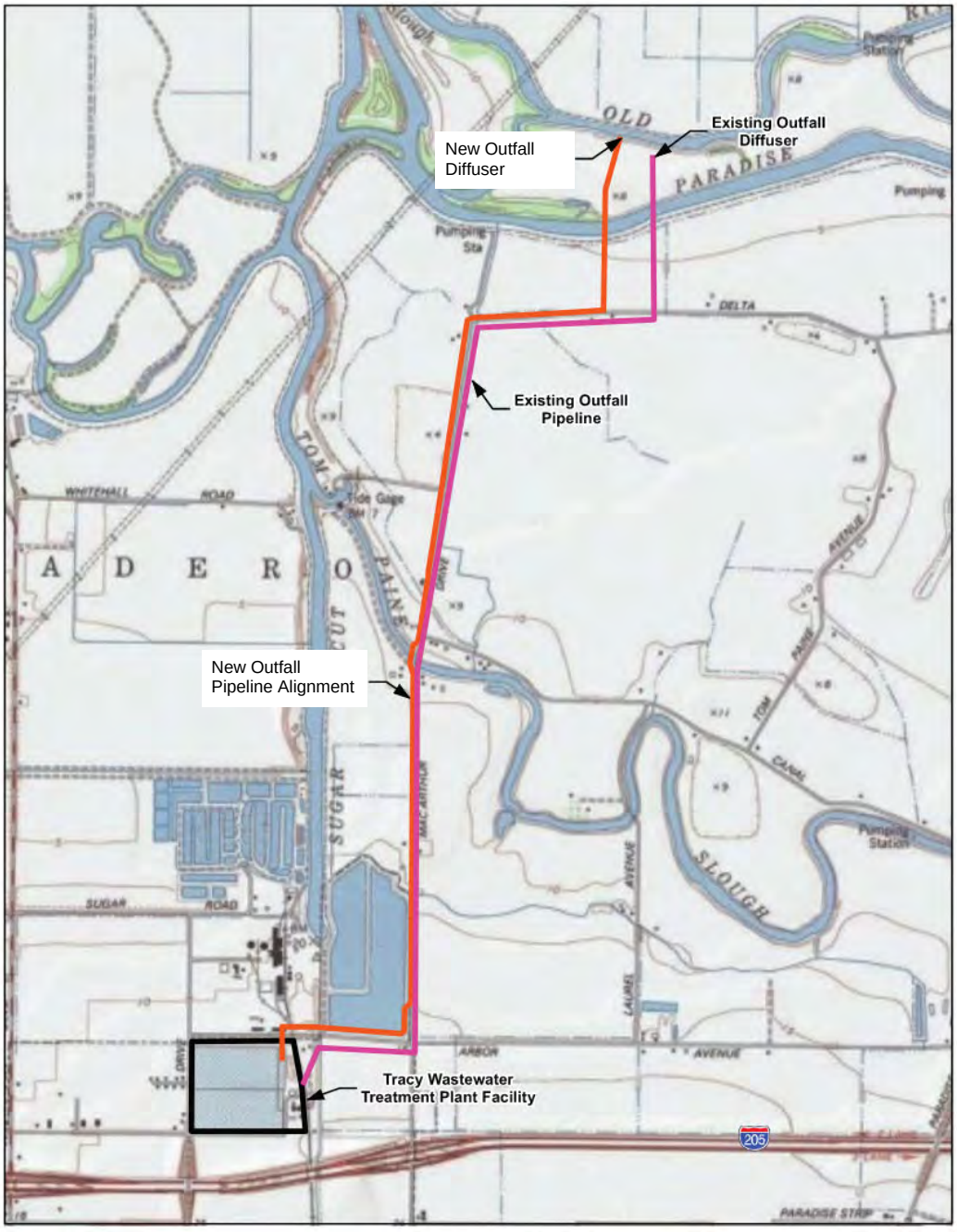
Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Cowell, Finance Director
Karin Schnaider, Assistant City Manager
Bijal M. Patel, City Attorney

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Location Map

Attachment A



Location Map
Effluent Outfall Pipeline Project (CIP 74083)

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

---

(1) ACCEPTING THE CONSTRUCTION OF THE WASTEWATER EFFLUENT OUTFALL PIPELINE PROJECT, CAPITAL IMPROVEMENT PROJECT (CIP)74083, COMPLETED BY MOZINGO CONSTRUCTION, INC.;
(2) AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER'S OFFICE;
(3) AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT;
(4) APPROPRIATING REMAINING MONIES IN CIP 74083 TO THE ORIGINAL FUNDS

WHEREAS, on September 3, 2019, under Resolution 2019-182, City Council approved and awarded a construction contract to Mozingo Construction Inc., of Oakdale, California (Contractor) for the Wastewater Effluent Outfall Pipeline Project, CIP 74083; and

WHEREAS, the contractor has completed all the work required to be done in accordance with the plans and specifications and has requested acceptance of the project; and the City Engineer has inspected the completed work and confirmed that all work conform to the contract plans and specifications; and

WHEREAS, seven change orders were issued as part of this project; and

WHEREAS, the status of budget costs is as follows; and

A.	Construction Contract Amount	$ 25,920,000
B.	Approved Change orders	$ 213,427
C.	Soft Costs: Design, construction management, Inspection, testing & miscellaneous project management expenses, incurred by the City	$ 8,199,087
	Total Project Costs	$ 34,332,514

WHEREAS, the Project has been completed with the available budget, within the time frame of the original contract plus the time extension given to the contractor for extra work, including rain delays, per plans, specifications, and City of Tracy Standards; and

WHEREAS, the total approved project budget is $39,900,000, which allowed for the project to come in under budget; now therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the construction for the Wastewater Effluent Outfall Pipeline Project, CIP 74083, completed by Mozingo Construction Inc., of Oakdale, California; and be it further

RESOLVED: That the City Council hereby authorizes the City Clerk to File the Notice of Completion with the San Joaquin County Recorder's Office, and the City Engineer to release the bonds and retention payment; and be it further

RESOLVED: That the City Council appropriates $4,476,423 of remaining monies in CIP 74083 to the Wastewater Capital Fund and $1,091,063 of remaining monies to the Developer Impact Fees Fund.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of December 2023 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
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

December 5, 2023

Agenda Item 1.O

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution: 1) approving Subdivision Improvement Agreements between the City and Woodside 05N, L.P., a California Limited Partnership, for the following Tracts of the Avenues Neighborhood: A) Tract 3883; B) Tract 4126; and C) Tract 4127; and 2) authorizing the City Clerk to file the three Subdivision Improvement Agreements with the Office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Staff recommends that the City Council approve three Subdivision Improvement Agreements (SIAs) with Woodside 05N, L.P., a California Limited Partnership (Subdivider) for Avenues Tract 3883, Tract 4126, and Tract 4127. These three tracts are located within a 98.83-acre area in the Avenues Neighborhood Tract 3883 Vesting Tentative Subdivision Map, TSM21-000 (Avenues VTSM) (**Attachment A**). On March 29, 2022, the City Council approved the Avenues VTSM and Conditions of Approval (COA) under Resolution No. 2022-035 (**Attachment B**). The Subdivider has proposed to phase the Avenues VTSM into three final maps: Tract 3883, Tract 4126, and 4127, as shown on **Attachment A-1**. Tract 3883 is a 335 single-family residential lot and 9 lettered parcels subdivision. Tract 4126 is a 98 single-family residential lot subdivision. Tract 4127 is a 47 single-family residential lot subdivision.

City Council approval of the SIA for each tract will allow Subdivider to construct in-tract, off-site, and frontage improvements. Completion of these in-tract, offsite and frontage improvements are a requirement of the Conditions of Approval (COA). Importantly, part of these improvements include underground utility work needed to connect this project site and the Ellis development to Detention Basin 3A, which is being constructed by the Surland Companies under a separate agreement. Completion of this work is needed to the temporary Ellis retention basin, which is the site of a future elementary school.

Further, the City Council's approval does not include the approval of each tract's corresponding final map as staff will return with those approvals later, when Subdivider has satisfied all COAs under the Avenues VTSM and obtained requisite residential growth allocations (RGAs) for the number of dwelling units authorized under the VTSM.

BACKGROUND AND LEGISLATIVE HISTORY

On September 4, 2018, the City Council adopted Resolution No. 2018-180 approving the submission of an application to LAFCo (Local Agency Formation Commission) for annexation and pre-zoning of the approximately 95-acre Avenues Project Site and adopting a Mitigated Negative Declaration for the Avenues Project.

On September 18, 2018, the City Council adopted Tracy Ordinance 1262 approving the Avenues Specific Plan.

On May 4, 2021, the City Council adopted Tracy Ordinance 1305 repealing Ordinance 1262 (Avenues Specific Plan) and amending Ordinance 1266, Ordinance 1251, and Resolution No.

2016-098 (Ellis Specific Plan) (ESP) and incorporating the Avenues Specific Plan (ASP)

property into the Ellis Specific Plan, along with various other amendments.

The Amended and Restated Development Agreement between the City of Tracy and Surland Communities, LLC was executed on April 18, 2013, and recorded at the County Recorder's Office Document Number 2013-119548 (DA). The development agreement applies to property within existing ESP area but does not apply to ASP area. The City Council's action on May 4, 2021 did not change this fact, except that by incorporating the ASP into the ESP, the Avenues project, along with the Tracy Hills development, gets preferential priority over routine applications for yearly RGAs.

On August 20, 2013, the City Council approved the Ellis Program Area Finance and Implementation Plan (FIP) pursuant to the DA. The Ellis FIP applies to property within existing ESP but does not apply to property within ASP as it is not a part of the DA. As such, the ASP is subject instead to the Tracy Municipal Code for purposes of receiving fee credits and reimbursements for constructing public infrastructure that is also a part of the City's Master Plans.

On March 29, 2022, the City Council's approval of the Avenues VTSM was subject to certain COAs, as is the standard practice for all tentative maps. Under the Subdivision Map Act, developers must satisfy all COAs prior to receiving approval of final maps, or alternatively, enter into legally binding agreements for uncompleted public improvements. The COAs for Avenues VTSM require the Subdivider to design and construct certain on-site, off-site, and frontage improvements connected with the approval of the final map, pursuant to the Subdivision Map Act, the City's Subdivision Ordinance, and applicable City Standards.

On November 2, 2022, the City issued an administrative grading permit for the Avenues VTSM.

On December 6, 2022, the City Council approved, pursuant to Resolution No. 2022-194, an off-site improvement agreement (OIA) for the Surland Companies and its developers to grade and construct Detention Basin 3A. Detention Basin 3A is a Master Plan storm drainage improvement that is required for the Ellis and Avenues projects to complete. The Ellis project was granted a temporary storm drainage solution through its temporary Retention Basin.

Following approval of Avenues Neighborhood VTSM, Subdivider requested to phase the 98.83-acre residential development into the three following final maps (as shown on **Attachment A-1**):

- Final Map for Tract 3883 is for the development of 335 single-family-home lots, 8 landscaped parcels, a 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels in conformance with the approved Avenues Tract 3883, 4126, and 4127 Improvement Plans.
- Final Map for Tract 4126 is for the development of 98 single-family-home lots and associated streets and common landscape parcels in conformance with the approved Avenues Tract 3883, 4126, and 4127 Improvement Plan.
- Final Map for Tract 4127 is for the development of 47 single-family-home lots and associated streets and common landscape parcels in conformance with the approved Avenues Tract 3883, 4126, and 4127 Improvement Plans.

ANALYSIS

The three SIAs allow the Subdivider to satisfy Section C.5 of the COAs. In accordance with these Conditions of Approval, the SIAs authorize the construction of the public streets, utilities, landscaping, and other in-tract improvements that will be constructed by the Subdivider. The improvements would also allow a storm drain stub to the future Ellis Gardens Phase 4 which would allow the existing temporary Ellis Retention Basin to be removed from service and be filled in with dirt. This Ellis Retention Basin presently drains Phase 1A, Phase 1B, Gardens, and Town and Country. A portion of the Ellis Retention Basin is also the future Ellis school site. This approval, however, would not allow construction of the future Ellis school site since the other civil and utility improvements associated with the future Ellis Gardens Phase 4 improvement plans around the school site would need to be constructed as well and, under State law, school district oversee the design and approval of public schools.

As noted above, the City Council's approval of the SIAs in this action would not include the approval of each tract's corresponding final map. Among other requirements, the establishment of a CFD (Community Facilities District) for the perpetual fair share funding of the on-going costs of operation, maintenance, repair, and replacement for streetlights, street sweeping, police, public services, landscaping maintenance, and the storm drain basin is required to be completed prior to the final map per the COA. The Subdivider and Finance Department are currently working on formation of the required CFD or other funding mechanisms to ensure perpetual funding for maintenance, and when the CFD is completed and all other COAs have been satisfied, City staff will present to City Council an approval of each tract's final map at a future City Council meeting.

The construction of the improvements in the SIAs is funded and performed by the Subdivider. The Subdivider has executed the three SIAs and posted the required securities to guarantee completion of the improvements. This approval does not allow the Subdivider to sell homes. The specific improvements are more specifically described in those certain improvement plans and landscape plans prepared on behalf of the Developer and approved by the City Engineer. The SIAs and associated Improvement Plans are on file with the City Engineer under Tracking No. ENG22-0004.

The frontage improvements on Valpico Road within the project boundary are included as part of this SIA. The additional improvements on Valpico Road outside of the project boundary are only included in the plan set for Tract 3883 for reference. Staff will bring an Offsite Improvement Agreement to the City Council for approval in the future to allow the Developer to start these improvements.

Upon completion of all improvements, the City will not be accepting the improvements until the final maps are recorded with the San Joaquin County Recorder, until all required public improvements are constructed, and all homes are constructed and occupied.

FISCAL IMPACT

There will be no fiscal impact associated with this action. The improvements that are the subject of the SIAs between the City and the Subdivider will be funded and performed by the Subdivider. The Subdivider has paid the applicable engineering review fees which include the cost of review of the Improvement Plans and processing the three SIAs.

The subdivider will receive storm drainage fee credits for work outlined in the SIA for Tract 3883 in the amount of $1,841,958.92. There are no fee credits for Tract 4126 and Tract 4127.

The Subdivider will not be eligible for fee credits for the frontage improvements on Valpico Road.

PUBLIC OUTREACH / INTEREST

All public outreach for the Avenues development (notifications, public hearings, etc.) was conducted for the Planning Commission and City Council hearings that were held on March 29, 2022 to consider the General Plan Amendment, Specific Plan Amendment and Vesting Tentative Subdivision Map for the overall project. Additional public outreach specifically for each SIA is not required.

COORDINATION

This staff report was prepared by the Development Services – Engineering Division. No coordination was required with other departments, etc., for the preparation of this report.

CEQA DETERMINATION

The project is consistent with the development evaluated in the Avenues Specific Plan Mitigated Negative Declaration (titled “Final Initial Study/Mitigated Negative Declaration Environmental Checklist”), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018, pursuant to Resolution No. 2018-180. Therefore, under Government Code Section 65457 and Section 15182 of the CEQA Guidelines, the project is exempt from further environmental review unless an event described in Agenda Item 3.A March 29, 2022, Page 3 Section 15162 of the CEQA Guidelines occurs. Staff has determined that none of the events described in Section 15162 have occurred with respect to the project. Therefore, the instant vesting tentative map project is exempt from CEQA environmental review under Government Code Section 65457 and CEQA Guidelines Section 15182.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a Resolution: 1) approving a Subdivision Improvement Agreement between the City and Woodside 05N, L.P. (Subdivider), a California Limited Partnership, for the Avenues Neighborhood Tract 3883; 2) approving a Subdivision Improvement Agreement between the City and Subdivider for the Avenues Neighborhood Tract 4126; 3) approving a Subdivision Improvement Agreement between the City and Subdivider for the Avenues Neighborhood Tract 4127; and 4) authorize the City Clerk to file the three Subdivision Improvement Agreements 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 – Tract 3883 VTSM Avenues Neighborhood
Attachment A-1 – VTSM Map with Breakdown of Phases
Attachment B – Resolution No. 2022-035 & COA for Avenues Neighborhood
Attachment C – Subdivision Improvement Agreement Tract 3883
Attachment D – Subdivision Improvement Agreement Tract 4126
Attachment E – Subdivision Improvement Agreement Tract 4127

Attachment A

LINE TABLE		
NO	BEARING	LENGTH
L1	S51°57'50"W	131.63'
L2	N47°53'38"W	70.50'
L3	S42°06'22"W	152.17'
L4	N89°39'29"W	75.08'
L5	N42°06'22"E	53.67'
L6	N47°53'38"W	100.00'
L7	S42°06'22"W	142.97'
L8	N89°39'29"W	93.48'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	367.50'	21°20'47"	136.92'
C2	235.50'	9°19'38"	38.34'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROJECT BOUNDARY
		CURB, GUTTER AND SIDEWALK
		CENTERLINE
		SECTION LINE
		LOT LINE
x 165.0	x 165.0	SPOT ELEVATIONS
EX SD	SD	STORM DRAIN LINE (PUBLIC) MINIMUM SLOPE (12")=0.0050 ALL OTHERS =0.0020
EX SS	SS	SANITARY SEWER (PUBLIC) 8" MIN SLOPE = 0.0035 12"-15" MIN SLOPE = 0.0025
EX W	W	WATER (PUBLIC)
EX RW	RW	RECYCLED WATER (PUBLIC)
		SANITARY SEWER MANHOLE
		STORM DRAIN MANHOLE
		CURB INLET
		FIELD INLET
		FIRE HYDRANT
		STREETLIGHT
	20 / PARCEL A	LOT NUMBER / PARCEL NUMBER
	P	PAD ELEVATION
	0.40%	APPROXIMATE STREET SLOPE (MINIMUM 0.40%)

LAND USE SUMMARY

PARK (PARCEL F)	4.39
LANDSCAPE PARCELS (PARCELS A-E, G-I)	1.45
LOTS	62.52
PUBLIC STREETS	27.01
VALPICO DEDICATION	0.46
TOTAL:	95.83 ACRES

PARCEL SUMMARY

PARCEL	AREA(AC)	DESCRIPTION	OWNERSHIP/MAINTENANCE RESPONSIBLE
A	0.37	LANDSCAPE & PUE	CITY OF TRACY/EPOA
B	0.28	LANDSCAPE	CITY OF TRACY/EPOA
C	0.34	LANDSCAPE	CITY OF TRACY/EPOA
D	0.34	LANDSCAPE	CITY OF TRACY/EPOA
E	0.04	LANDSCAPE, EVA & PUE	CITY OF TRACY/EPOA
F	4.39	PARK	CITY OF TRACY/CITY OF TRACY
G	0.02	LANDSCAPE	CITY OF TRACY/EPOA
H	0.02	LANDSCAPE	CITY OF TRACY/EPOA
I	0.04	LANDSCAPE	CITY OF TRACY/EPOA

ABBREVIATIONS

AE	ACCESS EASMENT	LP	LOW POINT
ASP	AVENUE SPECIFIC PLAN	PL	PROPERTY LINE
CL	CENTERLINE	PUE	PUBLIC UTILITY EASEMENT
BNDY	BOUNDARY	R	RADIUS
EX	EXISTING	R/W	RIGHT-OF-WAY
FL	FLOW LINE	RW	RECYCLED WATER
INV	INVERT	S	SLOPE
HP	HIGH POINT	SS	SANITARY SEWER
L	LENGTH	SD	STORM DRAIN
LF	LINEAR FEET	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

VESTING TENTATIVE SUBDIVISION 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 VESTING TENTATIVE SUBDIVISION MAP ON _____ BY RESOLUTION NO. .

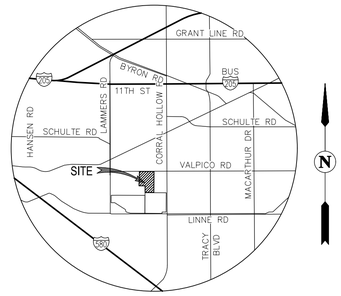
CITY CLERK _____ DATE _____

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY CARLSON, BARBEE & GIBSON, INC. UNDER MY DIRECTION

GORDON T. ZANIN, R.C.E. 76794 _____ DATE _____

RECEIVED
December 22, 2021
City of Tracy
Development Services



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. OWNER: GREYSTONE LAND INVESTMENT PARTNERS, LLC 1024 CENTRAL AVENUE TRACY, CA 95376
2. SUBDIVIDER: THE SURLAND COMPANIES 1024 CENTRAL AVENUE TRACY, CA 95376
3. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC. 2633 CAMINO RAMON, SUITE 350 SAN RAMON, CA 94583 (925) 866-0322 GORDON ZANIN, R.C.E 76794
4. GEOTECHNICAL ENGINEER: ENGEO, INC. 580 NORTH WILMA AVENUE, SUITE A RIPON, CA 95366 (209) 835-0610 STEVE HARRIS
5. ASSESSORS PARCEL NO.: 240-140-05 & 49, 240-700-10, 13 & 14
6. SITE ADDRESS: VALPICO ROAD
7. SITE AREA: 95.83± ACRES
8. EXISTING ZONING: ELLIS SPECIFIC PLAN (ESP) AREA
9. EXISTING LAND USE: VACANT
10. PROPOSED LAND USE: AVENUES-RL ELLIS (RESIDENTIAL LOW) TOTAL 480 UNITS
11. BENCHMARK: CITY OF TRACY BM#11 3" BOLT W/ PUNCH IN MONUMENT WELL LOCATED 280' EAST OF CORRAL HOLLOW ROAD & LINNE ROAD 40' SOUTH OF THE RAILROAD TRACKS ELEVATION 171.33 (NAVD 88)
12. STREETS: ALL STREETS WITHIN THE SUBDIVISION WILL BE PUBLIC STREETS MAINTAINED BY THE CITY OF TRACY. STREET SECTIONS SHOWN ON THIS MAP ARE PER THE ESP, CITY MASTER PLANS OR OTHER CITY PLANS
13. SANITARY SEWER: PROPOSED SANITARY SEWER FACILITIES TO BE DESIGNED PER CITY STANDARDS OR APPLICABLE ESP STANDARDS AND PUBLICLY MAINTAINED PER THE CITY OF TRACY.
14. STORM DRAIN: PROPOSED STORM DRAIN FACILITIES TO BE DESIGNED PER CITY STANDARDS, APPLICABLE ESP STANDARDS, OR OTHER ELLIS APPROVED DOCUMENTS, AND PUBLICLY MAINTAINED PER THE CITY OF TRACY.
15. WATER: PROPOSED WATER FACILITIES TO BE DESIGNED PER CITY STANDARDS OR APPLICABLE ESP STANDARDS AND PUBLICLY MAINTAINED PER THE CITY OF TRACY.

FLOOD ZONE: PROPOSED STORM DRAIN FACILITIES TO BE DESIGNED PER CITY STANDARDS, APPLICABLE ESP STANDARDS, OR OTHER ELLIS APPROVED DOCUMENTS, AND PUBLICLY MAINTAINED PER THE CITY OF TRACY.

16. GAS & ELECTRIC: PG&E
17. TELEPHONE: AT&T
18. DIMENSIONS: ALL DIMENSIONS SHOWN ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN AND MAPPING.
19. PHASING: THIS SUBDIVISION IS EXPECTED TO BE CONSTRUCTED IN MULTIPLE PHASES. MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS MAP PURSUANT TO THE SUBDIVISION MAP ACT SECTION 66456.1.

SHEET INDEX

SHEET NUMBER	SHEET TITLE
TM01	TITLE SHEET AND GENERAL NOTES
TM02	STREET SECTIONS AND TYPICAL DETAILS
TM03	VALPICO ROAD
TM04	EXISTING CONDITIONS
TM05	SITE PLAN
TM06	SITE PLAN
TM07	GRADING AND DRAINAGE PLAN
TM08	GRADING AND DRAINAGE PLAN
TM09	UTILITY PLAN
TM10	UTILITY PLAN

DATE: DECEMBER 14, 2021

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.

ROBERT ARMIJO — CITY ENGINEER — DATE:

Think Inside the Triangle

SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS • SURVEYORS • PLANNERS

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

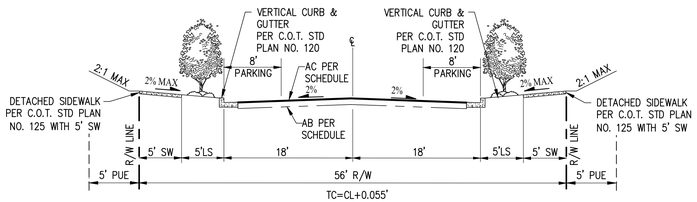
TITLE SHEET AND GENERAL NOTES

TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

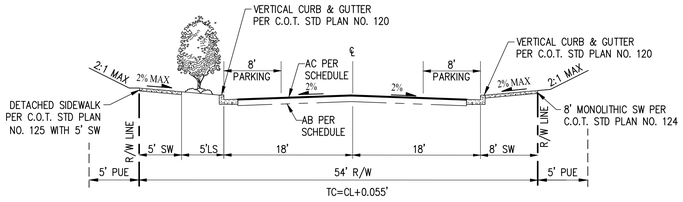
SHEET TM01 OF 10 SHEETS

2/14/2022 4:14 PM

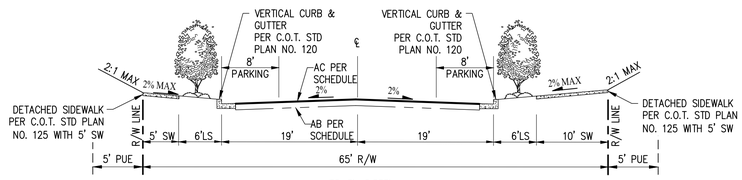
G:\1725\THE AVENUES\ACAD\TM\TM01 TITLE SHEET AND GENERAL NOTES.DWG



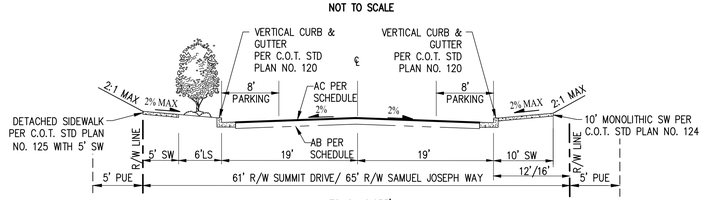
NEIGHBORHOOD STREET
(STREETS 1-3, 5-16)
56' RIGHT OF WAY
NOT TO SCALE



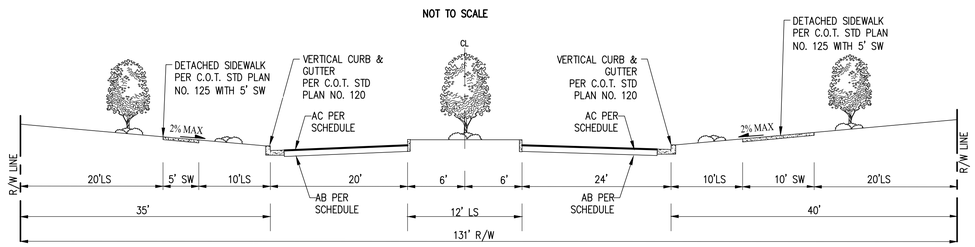
NEIGHBORHOOD STREET (PARK CONDITION)
(STREETS 4 & MEMORY LANE)
54' RIGHT OF WAY
NOT TO SCALE



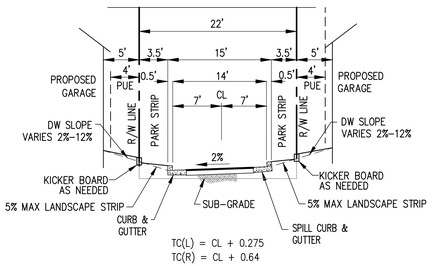
SUMMIT DRIVE & SAMUEL JOSEPH WAY (COMMUNITY STREET)
65' RIGHT OF WAY
NOT TO SCALE



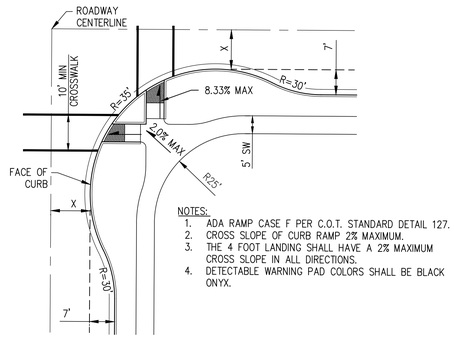
SUMMIT DRIVE & SAMUEL JOSEPH WAY (PARK CONDITION)
61' / 65' RIGHT OF WAY
NOT TO SCALE



SUMMIT DRIVE AT ENTRY
131' RIGHT OF WAY
NOT TO SCALE

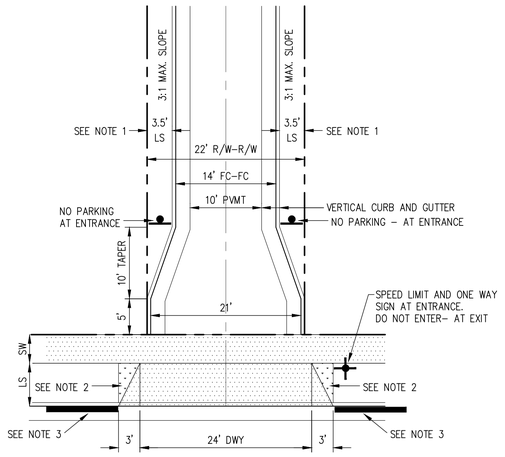


ALLEY LANE (ALL ALLEYS)
22' RIGHT OF WAY (ONE WAY)
NOT TO SCALE



X = 12' FOR SUMMIT DRIVE, SAMUEL JOSEPH WAY INTERSECTIONS,INCLUDING STREET CROSSINGS, AND 11' FOR ALL OTHER STREETS.

BULB OUT AND HC RAMP DETAIL
NOT TO SCALE



NOTES;
1. NO TREES SHALL BE PLANTED IN THE LANDSCAPE STRIP (LS).
2. LOW LANDSCAPE PLANTING , SOD OR LOW PLANTS.
3. PAINT 10' RED CURB FOR NO PARKING ON BOTH SIDES OF ALLEY ENTRANCE.

TYPICAL ALLEY LANE ENTRANCE TRANSITION DETAIL
NOT TO SCALE

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.

ROBERT ARMIJO — CITY ENGINEER — DATE:

Think Inside the Triangle

cbg CIVIL ENGINEERS . SURVEYORS . PLANNERS
SAN RAMON . (925) 866-0322
ROSEVILLE . (916) 788-4456
WWW.CBANDG.COM

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

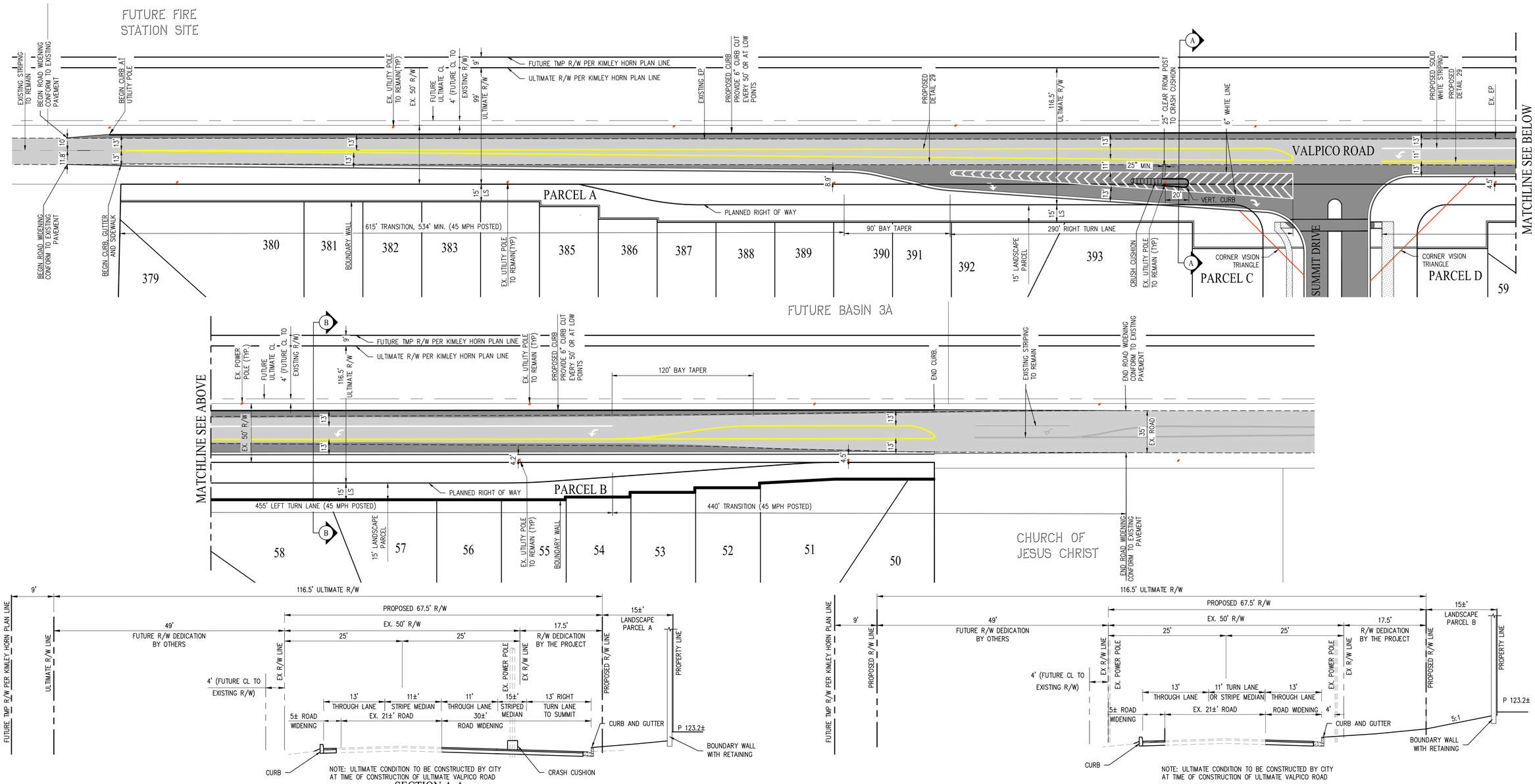
DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

STREET SECTIONS AND TYPICAL DETAILS

TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

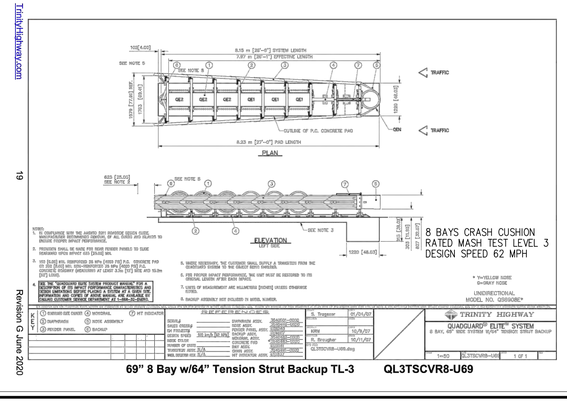
SHEET
TM02
OF 10 SHEETS

DATE: DECEMBER 14, 2021



SECTION A-A
VALPICO ROAD INTERIM IMPROVEMENTS
99' RIGHT OF WAY
NOT TO SCALE

SECTION B-B
VALPICO ROAD INTERIM IMPROVEMENTS
99' RIGHT OF WAY
NOT TO SCALE



LEGEND

- PROPOSED PAVEMENT
- EXISTING PAVEMENT
- EXISTING UTILITY POLE TO REMAIN
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- PROPOSED BOUNDARY WALL

0' 40' 120' 160'

SCALE: 1" = 40' DATE: DECEMBER 14, 2021

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.

DATE:

ROBERT ARMIJO CITY ENGINEER

Think Inside the Triangle

SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS • SURVEYORS • PLANNERS

REVISIONS			
SYMBOL	DATE	DESCRIPTION	APPROVED

DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

INTERIM VALPICO ROAD
TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

SHEET
TM03
OF 10 SHEETS

12/14/2021 1:14 PM

G:\1172\01\THE AVENUES\ACAD\TM\TM03 VALPICO ROAD.DWG

LINE TABLE		
NO	BEARING	LENGTH
L7	N42°06'22"E	53.67'
L8	N89°39'29"W	75.08'
L9	N47°53'38"W	70.50'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C5	235.50'	9°19'38"	38.34'
C6	367.50'	21°20'47"	136.92'

0' 150' 450' 600'

SCALE: 1" = 150' DATE: DECEMBER 14, 2021

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.

ROBERT ARMIJO CITY ENGINEER DATE:

Think Inside the Triangle

cbg CIVIL ENGINEERS · SURVEYORS · PLANNERS
SAN RAMON · (925) 866-0322
ROSEVILLE · (916) 788-4456
WWW.CBANDG.COM

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

EXISITING CONDITIONS

TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

SHEET
TM04
OF 10 SHEETS

12/20/2021 4:11 PM

LOT NO.	LOT AREA (SF)
1	7,932
2	6,021
3	10,955
4	11,331
5	6,580
6	6,053
7	6,000
8	6,000
9	6,000
10	6,000
11	6,000
12	6,366
13	6,677
14	6,000
15	6,000
16	6,000
17	6,000
18	6,000
19	6,000
20	6,000
21	6,000
22	6,000
23	6,000
24	6,000
25	6,000
26	6,000
27	6,000
28	6,000
29	6,000
30	6,000
31	5,993
32	7,069
33	14,080
34	7,494
35	5,497
36	5,500
37	5,534
38	7,775
39	5,905
40	5,500
41	5,500
42	5,500
43	5,151
44	8,702
45	12,338
46	6,115
47	6,087
48	6,092
49	6,536
50	12,260
51	9,804
52	5,064
53	5,604
54	5,571
55	5,577
56	5,542
57	6,646
58	10,822
59	10,739
60	6,754

LOT NO.	LOT AREA (SF)
61	7,177
62	7,366
63	5,044
64	6,372
65	6,480
66	6,029
67	6,124
68	6,267
69	6,843
70	5,866
71	5,500
72	5,500
73	5,500
74	5,904
75	5,618
76	4,289
77	4,407
78	4,407
79	4,407
80	4,474
81	4,282
82	4,282
83	4,282
84	4,282
85	4,282
86	4,282
87	4,282
88	4,127
89	4,040
90	4,040
91	5,555
92	5,836
93	4,342
94	4,342
95	4,333
96	4,628
97	4,503
98	4,473
99	4,447
100	4,427
101	4,411
102	4,401
103	4,395
104	4,554
105	4,602
106	4,552
107	4,478
108	6,464
109	6,488
110	5,500
111	5,500
112	5,866
113	5,500
114	5,500
115	5,500
116	5,500
117	5,500
118	5,500
119	5,866
120	5,866

LOT NO.	LOT AREA (SF)
121	5,500
122	5,506
123	5,593
124	5,819
125	6,186
126	6,695
127	7,000
128	6,000
129	6,000
130	6,000
131	5,754
132	5,000
133	5,000
134	6,866
135	6,866
136	5,000
137	5,000
138	5,754
139	6,000
140	6,000
141	6,000
142	6,976
143	6,986
144	6,572
145	6,572
146	6,572
147	6,572
148	6,572
149	6,509
150	10,064
151	10,002
152	6,199
153	6,000
154	6,000
155	6,000
156	6,000
157	6,000
158	6,000
159	6,366
160	4,366
161	4,000
162	4,000
163	4,000
164	4,000
165	4,000
166	4,000
167	4,000
168	4,000
169	4,000
170	4,016
171	4,259
172	6,193
173	6,529
174	6,803
175	6,685
176	8,524
177	5,264
178	5,296
179	5,278
180	5,253

LOT NO.	LOT AREA (SF)
181	4,539
182	4,593
183	4,581
184	4,000
185	4,000
186	4,000
187	4,000
188	4,000
189	4,000
190	4,000
191	4,000
192	4,000
193	5,645
194	6,164
195	4,000
196	4,000
197	4,000
198	4,000
199	4,000
200	4,000
201	4,000
202	4,000
203	4,000
204	6,362
205	8,147
206	6,923
207	7,000
208	7,000
209	7,000
210	6,568
211	4,000
212	4,000
213	4,000
214	4,000
215	4,000
216	4,000
217	4,000
218	4,000
219	4,000
220	6,164
221	6,368
222	6,001
223	6,001
224	6,001
225	6,001
226	6,001
227	6,001
228	6,366
229	7,380
230	4,000
231	4,000
232	4,000
233	4,000
234	4,000
235	4,000
236	4,000
237	4,000
238	4,000
239	4,000
240	4,000

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.

ROBERT ARMIJO — CITY ENGINEER — DATE:

TRACY — Think Inside the Triangle

cbg CIVIL ENGINEERS · SURVEYORS · PLANNERS
SAN RAMON · (925) 866-0322
ROSEVILLE · (916) 788-4456
WWW.CBANDG.COM

REVISIONS		
SYMBOL	DATE	DESCRIPTION

DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

SITE PLAN

TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

SHEET TM05 OF 10 SHEETS

0 100 200 300

DATE: DECEMBER 14, 2021

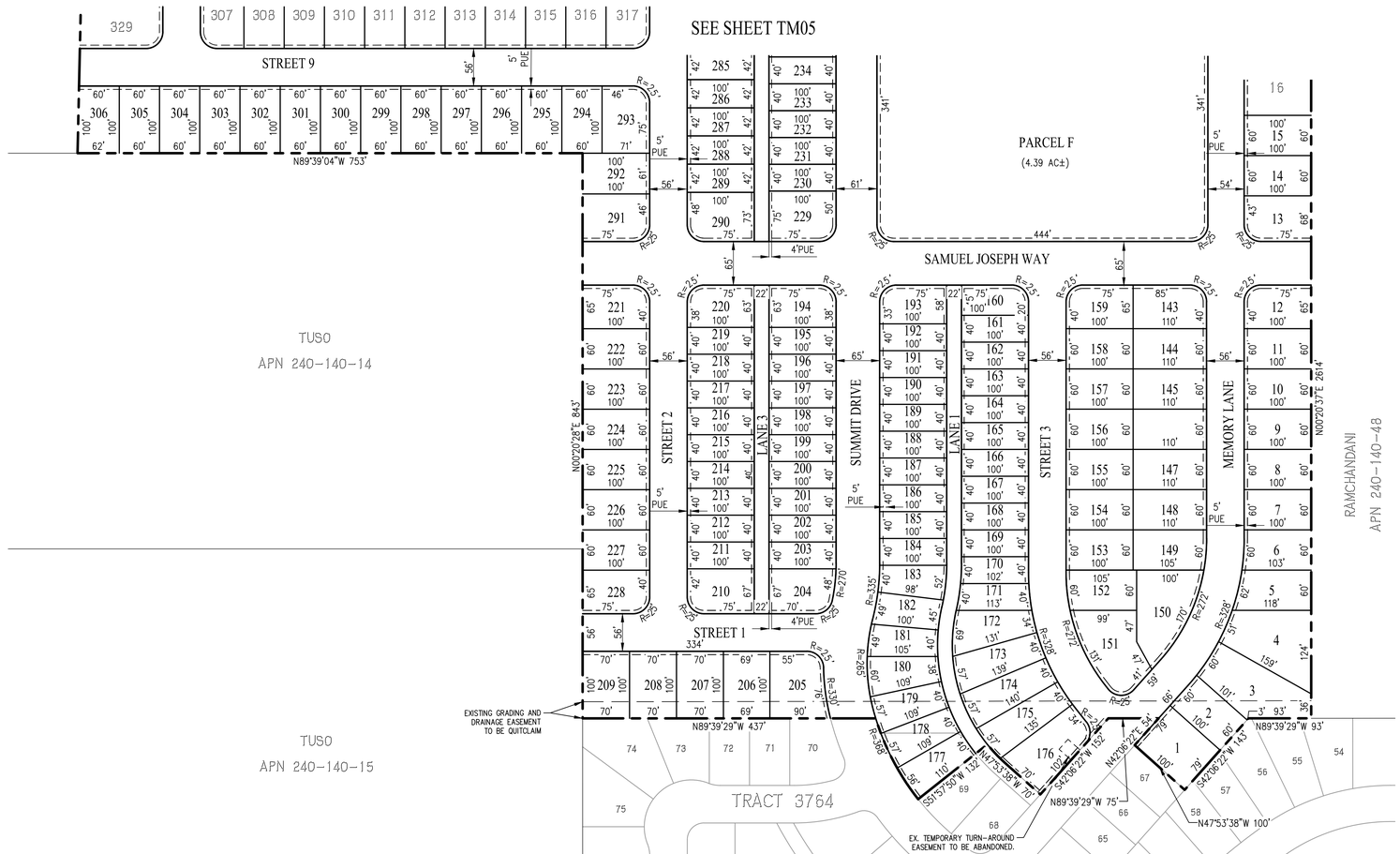
G:\1725\THE AVENUES\ACAD\TM\TM05 SITE PLAN.DWG

LOT NO.	LOT AREA (SF)
241	4,000
242	4,000
243	4,000
244	4,000
245	4,000
246	6,128
247	4,760
248	5,394
249	4,777
250	4,810
251	4,846
252	4,806
253	4,868
254	4,840
255	4,819
256	4,797
257	4,776
258	4,492
259	5,026
260	5,382
261	4,094
262	4,281
263	4,281
264	4,281
265	4,281
266	4,282
267	4,281
268	4,281
269	4,414
270	4,412
271	4,406
272	4,392
273	6,349
275	5,500
276	4,200
277	4,200
278	4,200
279	4,200
280	4,200
281	4,200
282	4,200
283	4,200
284	4,200
285	4,200
286	4,200
287	4,200
288	4,200
289	4,200
291	6,971
292	6,075
293	6,970
294	6,009
295	6,009
296	6,008
297	6,008
298	6,008
299	6,007
300	6,007
301	6,007
302	6,006

LOT NO.	LOT AREA (SF)
303	6,006
304	6,006
305	6,005
306	6,118
307	6,366
308	6,000
309	6,000
310	6,000
311	6,000
312	6,000
313	6,000
314	6,000
315	6,000
316	6,000
317	6,366
318	6,685
319	6,295
320	6,295
321	6,295
322	6,295
323	6,295
324	6,295
325	6,295
326	6,295
327	6,295
328	6,685
329	7,858
330	7,293
331	7,055
332	10,982
333	13,082
334	8,510
335	6,300
336	6,300
337	6,300
338	6,300
339	6,300
340	6,300
341	6,300
342	6,300
343	6,300
344	6,691
345	7,444
346	5,829
347	5,829
348	5,829
349	5,829
350	5,829
351	5,829
352	5,829
353	5,829
354	5,829
355	5,829
356	5,829
357	5,829
358	5,829
359	5,829
360	8,762
361	6,490
362	5,545

LOT NO.	LOT AREA (SF)
363	5,540
364	5,534
365	5,529
366	5,523
367	5,518
368	5,512
369	5,507
370	5,502
371	5,496
372	5,491
373	5,485
374	5,480
375	5,474
376	5,469
377	5,456
379	9,447
397	6,866
398	5,100
398	143,528
399	6,866
401	5,050
402	5,050
403	5,050
404	5,050
405	5,050
406	5,050
407	5,423
408	5,547
409	5,550
410	5,361
411	5,325
412	5,166
413	5,385
414	5,922
415	6,244
416	5,761
417	5,066
418	5,000
419	5,000
420	5,000
421	5,000
422	5,460
423	5,474
424	5,300
425	5,300
426	6,433
427	6,870
428	6,671
429	7,005
430	6,874
431	5,576
432	5,525
433	5,475
434	5,424
435	5,673
436	5,868
437	7,206
438	6,756
439	5,912
440	5,740

LOT NO.	LOT AREA (SF)
441	5,455
442	5,405
448	5,000
449	5,000
450	5,000
451	5,000
452	5,000
453	5,000
454	5,000
455	5,000
456	5,000
457	5,000
458	5,000
459	5,000
460	5,000
461	5,000
462	5,000
463	6,786
464	6,976
465	5,000
466	5,000
467	5,000
468	5,000
469	5,000
470	5,000
471	5,000
472	5,000
473	5,000
474	5,000
475	5,000
476	5,000
477	5,000
478	5,000
479	5,000
480	7,619



DATE: DECEMBER 14, 2021

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.

ROBERT ARMIJO — CITY ENGINEER — DATE:

Think Inside the Triangle

cbg CIVIL ENGINEERS · SURVEYORS · PLANNERS
SAN RAMON · (925) 866-0322
ROSEVILLE · (916) 788-4456
WWW.CBANDG.COM

REVISIONS

SYMBOL	DATE	DESCRIPTION	APP'D

DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

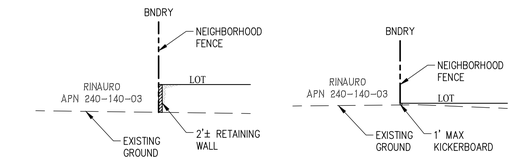
SITE PLAN

TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

SHEET
TM06
OF 10 SHEETS

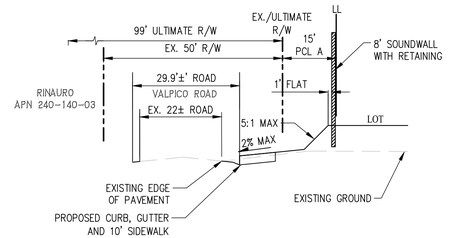
20142021 4:15 PM

G:\1725\THE AVENUES\ACAD\TM\TM06 SITE PLAN.DWG

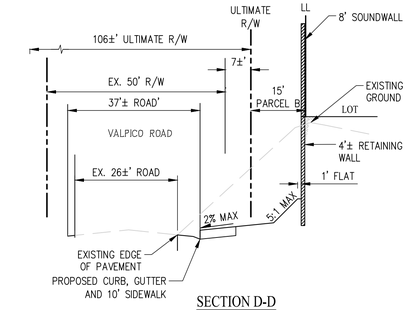


SECTION A-A
NOT TO SCALE

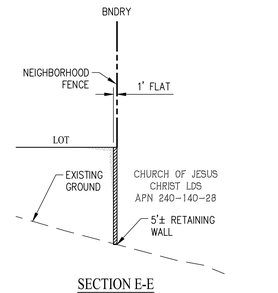
SECTION B-B
NOT TO SCALE



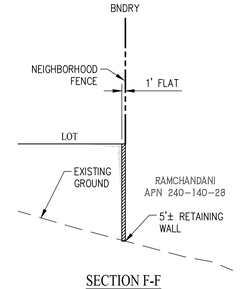
SECTION C-C
NOT TO SCALE



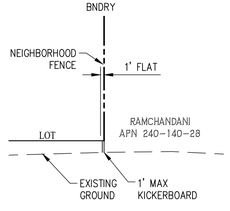
SECTION D-D
NOT TO SCALE



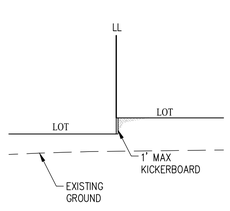
SECTION E-E
NOT TO SCALE



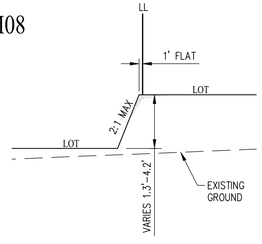
SECTION F-F
NOT TO SCALE



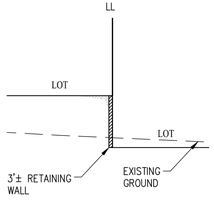
SECTION G-G
NOT TO SCALE



SECTION H-H
NOT TO SCALE



SECTION I-I
NOT TO SCALE



SECTION J-J
NOT TO SCALE

EARTHWORK SUMMARY

DESCRIPTION	CUT (CY)	FILL (CY)
ROUGH GRADING	116,000	116,000
TOTAL	116,000	116,000

SCALE: 1" = 100' DATE: DECEMBER 14, 2021

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.

ROBERT ARMIJO — CITY ENGINEER — DATE:

TRACY — Think Inside the Triangle

cbg CIVIL ENGINEERS
SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
WWW.CBANDG.COM
SURVEYORS • PLANNERS

SYMBOL	DATE	DESCRIPTION	APPROVED

REVISIONS

DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

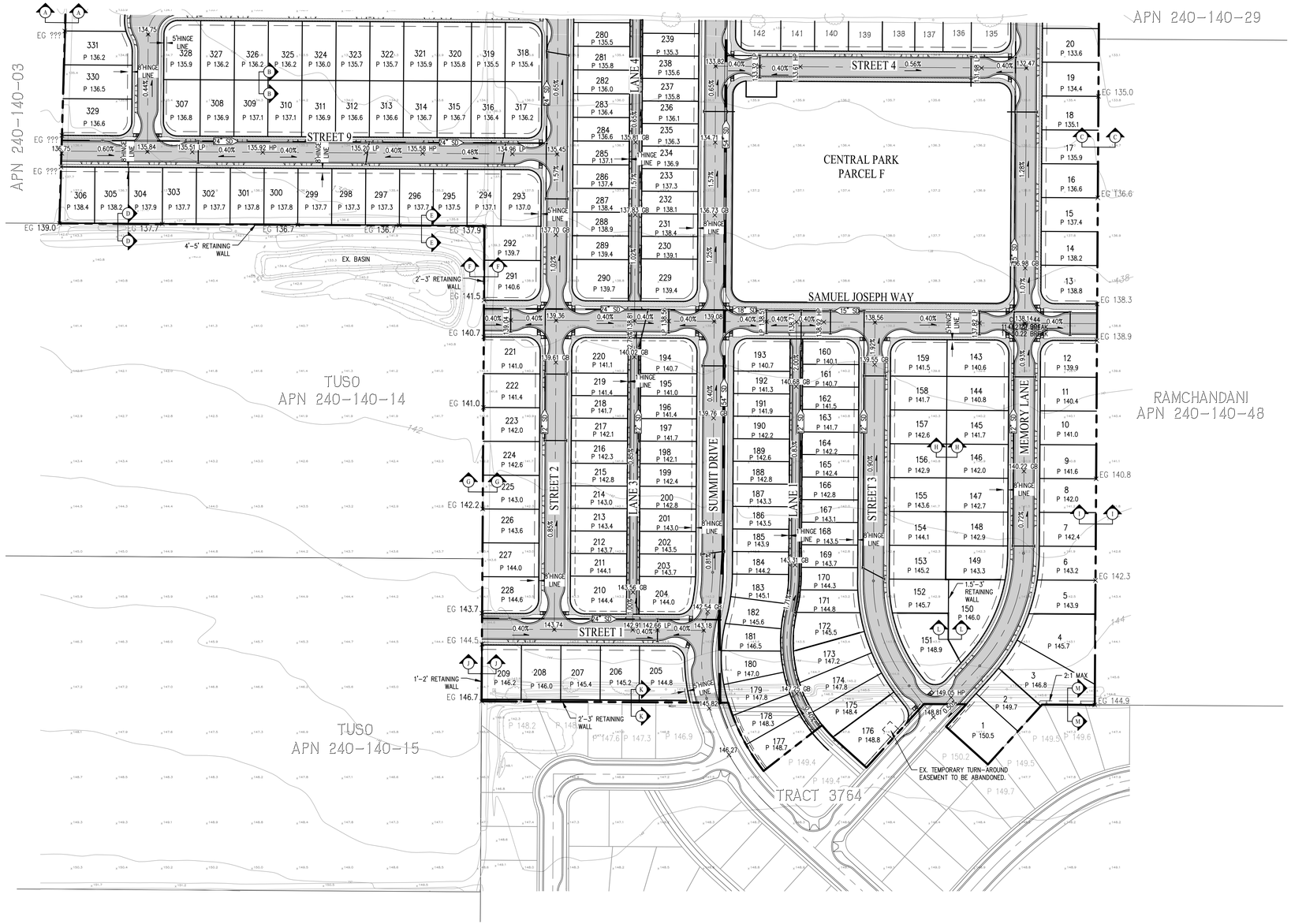
GRADING AND DRAINAGE PLAN

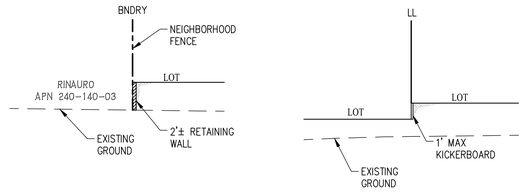
TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

SHEET
TM07
OF 10 SHEETS

G:\1725\THE AVENUES\ACAD\TM\TM07 GRADING AND DRAINAGE PLAN.DWG

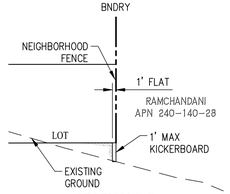
SEE SHEET TM07



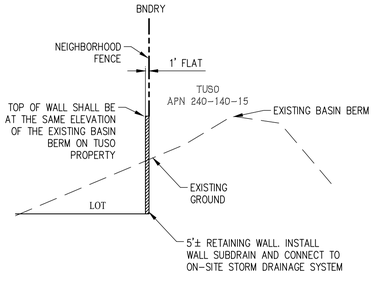


SECTION A-A
NOT TO SCALE

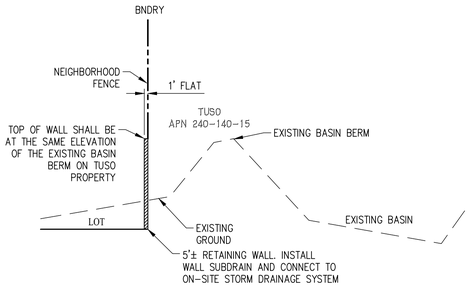
SECTION B-B
NOT TO SCALE



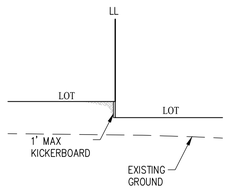
SECTION C-C
NOT TO SCALE



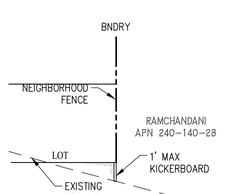
SECTION D-D
NOT TO SCALE



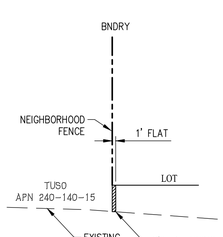
SECTION E-E
NOT TO SCALE



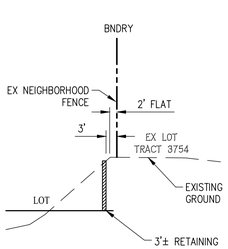
SECTION H-H
NOT TO SCALE



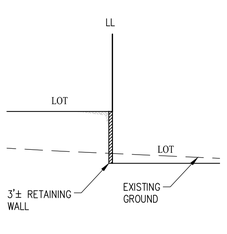
SECTION I-I
NOT TO SCALE



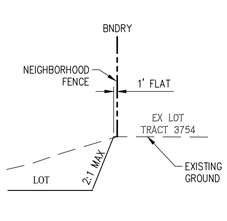
SECTION J-J
NOT TO SCALE



SECTION K-K
NOT TO SCALE

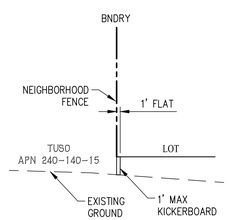


SECTION L-L
NOT TO SCALE

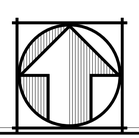


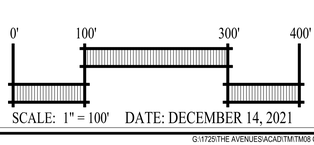
SECTION M-M
NOT TO SCALE

SECTION F-F
NOT TO SCALE



SECTION G-G
NOT TO SCALE





SCALE: 1" = 100' DATE: DECEMBER 14, 2021

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.

ROBERT ARMIJO — CITY ENGINEER — DATE:

Think Inside the Triangle

cbg CIVIL ENGINEERS · SURVEYORS · PLANNERS
SAN RAMON · (925) 866-0322
ROSEVILLE · (916) 788-4456
WWW.CBANDG.COM

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

GRADING AND DRAINAGE PLAN

TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

SHEET
TM08
OF 10 SHEETS

G:\1725\THE AVENUES\ACAD\TM\TM08 GRADING AND DRAINAGE PLAN.DWG

SEE SHEET TM10

NOTES:
1. WATERMAIN SHALL BE INSTALLED AT LEAST 4 FEET HORIZONTALLY FROM AND 1 FOOT VERTICALLY ABOVE DISINFECTED TERTIARY RECYCLED WATER AND STORM DRAIN PIPES.
2. WATERMAIN SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM AND 1 FOOT VERTICALLY ABOVE SANITARY SEWER PIPE.

0' 100' 300' 400'

SCALE: 1" = 100' DATE: DECEMBER 14, 2021

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.

ROBERT ARMIJO — CITY ENGINEER — DATE:

Think Inside the Triangle

cbg CIVIL ENGINEERS . SURVEYORS . PLANNERS
SAN RAMON . (925) 866-0322
ROSEVILLE . (916) 788-4456
WWW.CBANDG.COM

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

UTILITY PLAN

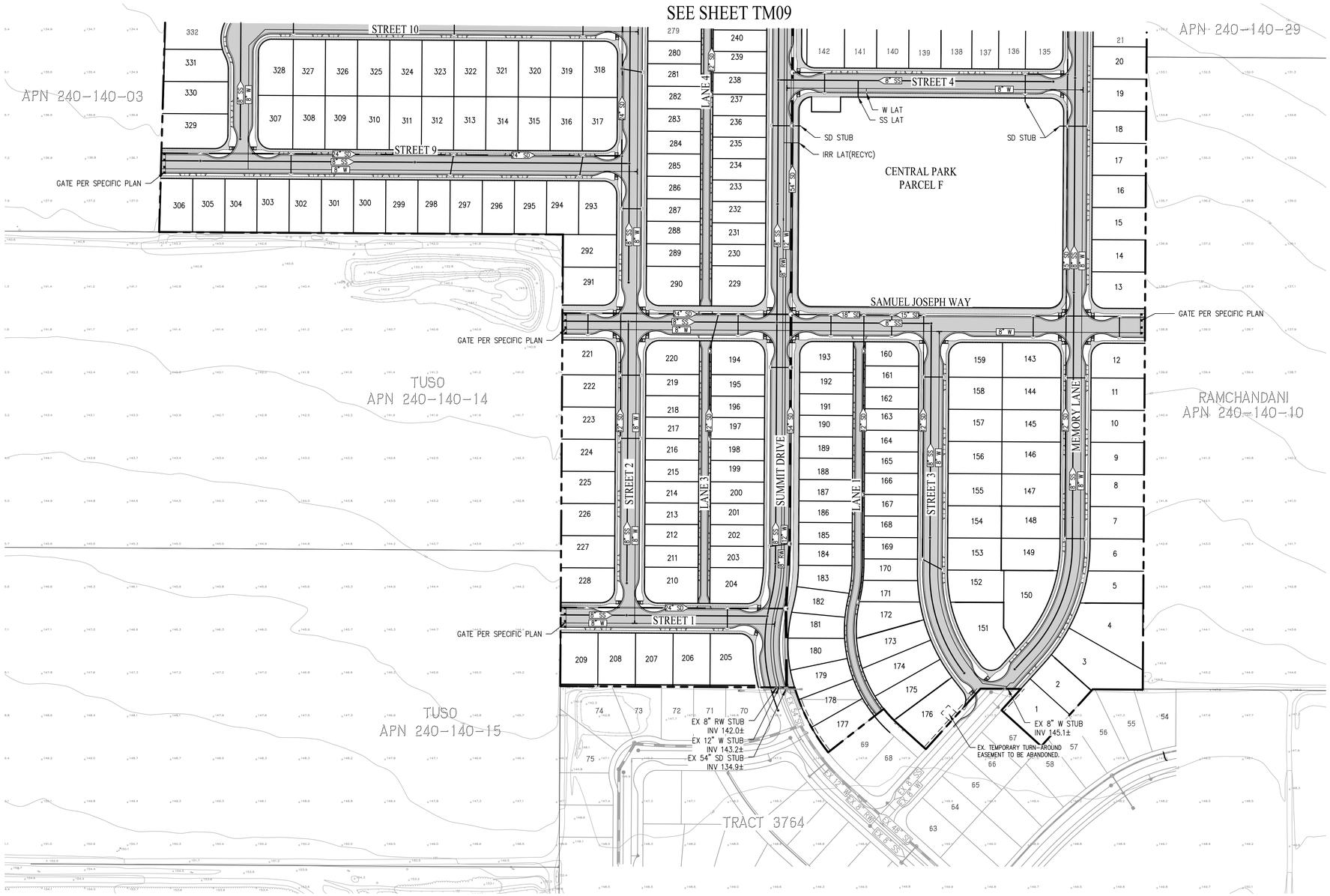
TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

SHEET TM09 OF 10 SHEETS

2/14/2022 4:17 PM

G:\1725\THE AVENUES\ACAD\TM\TM09 UTILITY PLAN.DWG

SEE SHEET TM09



NOTES:

1. WATERMAIN SHALL BE INSTALLED AT LEAST 4 FEET HORIZONTALLY FROM AND 1 FOOT VERTICALLY ABOVE DISINFECTED TERTIARY RECYCLED WATER AND STORM DRAIN PIPES.
2. WATERMAIN SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM AND 1 FOOT VERTICALLY ABOVE SANITARY SEWER PIPE.

0' 100' 300' 400'

SCALE: 1" = 100' DATE: DECEMBER 14, 2021

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.

ROBERT ARMIJO — CITY ENGINEER — DATE:

Think Inside the Triangle

cbg CIVIL ENGINEERS · SURVEYORS · PLANNERS
SAN RAMON · (925) 866-0322
ROSEVILLE · (916) 788-4456
WWW.CBANDG.COM

REVISIONS			
SYMBOL	DATE	DESCRIPTION	APPROVED

DESIGNED BY: ASP | DRAWN BY: JFS | CHECKED BY: GTZ | SCALE: AS SHOWN

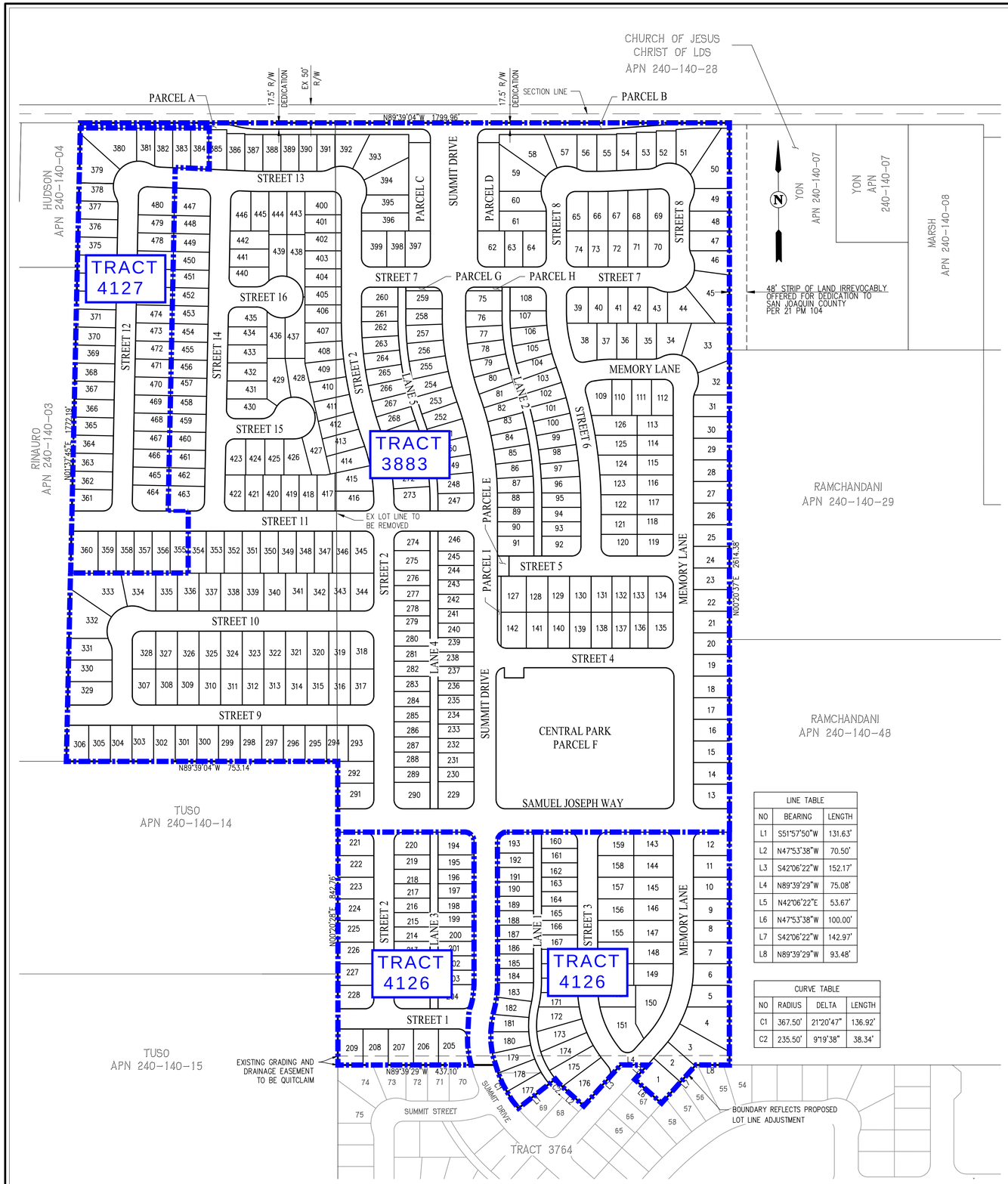
UTILITY PLAN

TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

SHEET TM10 OF 10 SHEETS

12/14/2021 4:18 PM

G:\11725\THE AVENUES\ACAD\TM\TM10 UTILITY PLAN.DWG



LINE TABLE		
NO	BEARING	LENGTH
L1	S51°57'50"W	131.63'
L2	N47°53'38"W	70.50'
L3	S42°06'22"W	152.17'
L4	N89°39'29"W	75.08'
L5	N42°06'22"E	53.67'
L6	N47°53'38"W	100.00'
L7	S42°06'22"W	142.97'
L8	N89°39'29"W	93.48'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	367.50'	21°20'47"	136.92'
C2	235.50'	9°19'38"	38.34'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROJECT BOUNDARY
		CURB, GUTTER AND SIDEWALK
		CENTERLINE
		SECTION LINE
		LOT LINE
x 165.0	x 165.0	SPOT ELEVATIONS
EX SD	SD	STORM DRAIN LINE (PUBLIC) MINIMUM SLOPE (12")=0.0050 ALL OTHERS =0.0020
EX SS	SS	SANITARY SEWER (PUBLIC) 8" MIN SLOPE = 0.0035 12"-15" MIN SLOPE = 0.0025
EX W	W	WATER (PUBLIC)
EX RW	RW	RECYCLED WATER (PUBLIC)
		SANITARY SEWER MANHOLE
		STORM DRAIN MANHOLE
		CURB INLET
		FIELD INLET
		FIRE HYDRANT
		STREETLIGHT
	20 / PARCEL A	LOT NUMBER / PARCEL NUMBER
	P	PAD ELEVATION
	0.40%	APPROXIMATE STREET SLOPE (MINIMUM 0.40%)

LAND USE SUMMARY

PARK (PARCEL F)	4.39
LANDSCAPE PARCELS (PARCELS A-E, G-I)	1.45
LOTS	62.52
PUBLIC STREETS	27.01
VALPICO DEDICATION	0.46
TOTAL:	95.83 ACRES

PARCEL SUMMARY

PARCEL	AREA(AC)	DESCRIPTION	OWNERSHIP/MAINTENANCE RESPONSIBLE
A	0.37	LANDSCAPE & PUE	CITY OF TRACY/EPOA
B	0.28	LANDSCAPE	CITY OF TRACY/EPOA
C	0.34	LANDSCAPE	CITY OF TRACY/EPOA
D	0.34	LANDSCAPE	CITY OF TRACY/EPOA
E	0.04	LANDSCAPE, EVA & PUE	CITY OF TRACY/EPOA
F	4.39	PARK	CITY OF TRACY/CITY OF TRACY
G	0.02	LANDSCAPE	CITY OF TRACY/EPOA
H	0.02	LANDSCAPE	CITY OF TRACY/EPOA
I	0.04	LANDSCAPE	CITY OF TRACY/EPOA

ABBREVIATIONS

AE	ACCESS EASMENT	LP	LOW POINT
ASP	AVENUE SPECIFIC PLAN	PL	PROPERTY LINE
CL	CENTERLINE	PUE	PUBLIC UTILITY EASEMENT
BNDY	BOUNDARY	R	RADIUS
EX	EXISTING	R/W	RIGHT-OF-WAY
FL	FLOW LINE	RW	RECYCLED WATER
INV	INVERT	S	SLOPE
HP	HIGH POINT	SS	SANITARY SEWER
L	LENGTH	SD	STORM DRAIN
LF	LINEAR FEET	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

VESTING TENTATIVE SUBDIVISION 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

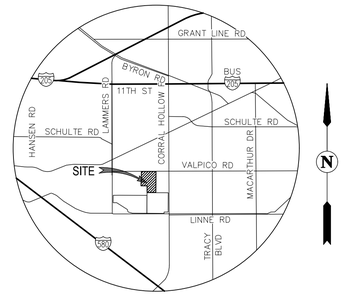
I HEREBY CERTIFY THAT THE CITY COUNCIL OF TRACY HAS CONDITIONALLY APPROVED THIS VESTING TENTATIVE SUBDIVISION MAP ON _____ BY RESOLUTION NO. _____.

CITY CLERK _____ DATE _____

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY CARLSON, BARBEE & GIBSON, INC. UNDER MY DIRECTION

GORDON T. ZANIN, R.C.E. 76794 _____ DATE



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. OWNER: GREYSTONE LAND INVESTMENT PARTNERS, LLC 1024 CENTRAL AVENUE TRACY, CA 95376
2. SUBDIVIDER: THE SURLAND COMPANIES 1024 CENTRAL AVENUE TRACY, CA 95376
3. CIVIL ENGINEER: CARLSON, BARBEE & GIBSON, INC. 2633 CAMINO RAMON, SUITE 350 SAN RAMON, CA 94583 (925) 866-0322 GORDON ZANIN, R.C.E 76794
4. GEOTECHNICAL ENGINEER: ENGEO, INC. 580 NORTH WILMA AVENUE, SUITE A RIPON, CA 95366 (209) 835-0610 STEVE HARRIS
5. ASSESSORS PARCEL NO.: 240-140-05 & 49, 240-700-10, 13 & 14
6. SITE ADDRESS: VALPICO ROAD
7. SITE AREA: 95.83± ACRES
8. EXISTING ZONING: ELLIS SPECIFIC PLAN (ESP) AREA
9. EXISTING LAND USE: VACANT
10. PROPOSED LAND USE: AVENUES-RL ELLIS (RESIDENTIAL LOW) TOTAL 480 UNITS
11. BENCHMARK: CITY OF TRACY BM#11 ¾" BOLT W/ PUNCH IN MONUMENT WELL LOCATED 280' EAST OF CORRAL HOLLOW ROAD & LINNE ROAD 40' SOUTH OF THE RAILROAD TRACKS ELEVATION 171.33 (NAVD 88)
12. STREETS: ALL STREETS WITHIN THE SUBDIVISION WILL BE PUBLIC STREETS MAINTAINED BY THE CITY OF TRACY. STREET SECTIONS SHOWN ON THIS MAP ARE PER THE ESP, CITY MASTER PLANS OR OTHER CITY PLANS
13. SANITARY SEWER: PROPOSED SANITARY SEWER FACILITIES TO BE DESIGNED PER CITY STANDARDS OR APPLICABLE ESP STANDARDS AND PUBLICLY MAINTAINED PER THE CITY OF TRACY.
14. STORM DRAIN: PROPOSED STORM DRAIN FACILITIES TO BE DESIGNED PER CITY STANDARDS, APPLICABLE ESP STANDARDS, OR OTHER ELLIS APPROVED DOCUMENTS, AND PUBLICLY MAINTAINED PER THE CITY OF TRACY.
15. WATER: PROPOSED WATER FACILITIES TO BE DESIGNED PER CITY STANDARDS OR APPLICABLE ESP STANDARDS AND PUBLICLY MAINTAINED PER THE CITY OF TRACY.

FLOOD ZONE: PROPOSED STORM DRAIN FACILITIES TO BE DESIGNED PER CITY STANDARDS, APPLICABLE ESP STANDARDS, OR OTHER ELLIS APPROVED DOCUMENTS, AND PUBLICLY MAINTAINED PER THE CITY OF TRACY.

16. GAS & ELECTRIC: PG&E
17. TELEPHONE: AT&T
18. DIMENSIONS: ALL DIMENSIONS SHOWN ARE PRELIMINARY AND SUBJECT TO FINAL DESIGN AND MAPPING.
19. PHASING: THIS SUBDIVISION IS EXPECTED TO BE CONSTRUCTED IN MULTIPLE PHASES. MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS MAP PURSUANT TO THE SUBDIVISION MAP ACT SECTION 66456.1.

SHEET INDEX

SHEET NUMBER	SHEET TITLE
TM01	TITLE SHEET AND GENERAL NOTES
TM02	STREET SECTIONS AND TYPICAL DETAILS
TM03	VALPICO ROAD
TM04	EXISTING CONDITIONS
TM05	SITE PLAN
TM06	SITE PLAN
TM07	GRADING AND DRAINAGE PLAN
TM08	GRADING AND DRAINAGE PLAN
TM09	UTILITY PLAN
TM10	UTILITY PLAN

DATE: DECEMBER 14, 2021

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.

ROBERT ARMIJO — CITY ENGINEER — DATE:

Think Inside the Triangle

SAN RAMON • (925) 866-0322
ROSEVILLE • (916) 788-4456
WWW.CBANDG.COM
PLANNERS • SURVEYORS • CIVIL ENGINEERS
cbg

REVISIONS

SYMBOL	DATE	DESCRIPTION	APPROVED

DESIGNED BY: ASP
DRAWN BY: JFS
CHECKED BY: GTZ
SCALE: AS SHOWN

TITLE SHEET AND GENERAL NOTES

TRACT 3883
VESTING TENTATIVE SUBDIVISION MAP
AVENUES - ELLIS SPECIFIC PLAN
TRACY, CALIFORNIA

SHEET TM01 OF 10 SHEETS

P21-0029

G:\1725\THE AVENUES\ACAD\TM\TM01 TITLE SHEET AND GENERAL NOTES.DWG

RESOLUTION 2022-035

APPROVING A VESTING TENTATIVE SUBDIVISION MAP FOR THE AVENUES NEIGHBORHOOD CONSISTING OF 480 RESIDENTIAL LOTS, A PARK, AND ASSOCIATED ROADS ON APPROXIMATELY 95.83 ACRES, LOCATED SOUTH OF VALPICO ROAD AND APPROXIMATELY 1,500 FEET WEST OF CORRAL HOLLOW ROAD, ASSESSOR'S PARCEL NUMBERS 240-140-49, 240-140-05, 240-700-13, & 240-700-14. THE APPLICANT IS THE SURLAND COMPANIES AND THE PROPERTY OWNER IS GREYSTONE LAND INVESTMENT PARTNERS, LLC. APPLICATION NUMBER TSM21-0001

WHEREAS, In September 2018, the Tracy City Council adopted the Avenues Specific Plan (Ordinance 1262) and approved annexation of the Avenues project (Resolution No. 2018-180) located on an approximately 95-acre site south of Valpico Road and north of the Ellis Specific Plan area, and adopted the Avenues Specific Plan Mitigated Negative Declaration (ASP MND) for the project (Resolution No. 2018-180), and

WHEREAS, In January 2021, LAFCo approved annexation of the Avenues project area into the City of Tracy (LAFCo Resolution No. 1439), and

WHEREAS, In May 2021, at request of The Surland Companies, the Tracy City Council adopted Ordinance 1305 to merge the Avenues Specific Plan and the Ellis Specific Plan into a single specific plan (Ellis Specific Plan), referring to the Avenues project area as the Avenues Neighborhood, and

WHEREAS, The Surland Companies has proposed a Vesting Tentative Subdivision Map for the Avenues Neighborhood to create 480 single-family-home lots, an approximately 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels, and

WHEREAS, The subject property is designated Residential Low by the Tracy General Plan and designated Residential by the Ellis Specific Plan, Avenues Neighborhood Plan, which permits a minimum of 380 and a maximum of 480 residential units, not including accessory dwelling units, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the Residential Low General Plan Designation and with the Ellis Specific Plan, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the General Plan and Title 12, the Subdivision Ordinance, of the Tracy Municipal Code, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the site is physically suitable for the type of development, as the site, once graded, will be virtually flat and the characteristically high clay content of Tracy's soils may require amendments and treatment for proposed landscaping, foundations, and other surface and utility work. The physical qualities of the property make it suitable for residential development in accordance with City standards, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the site is physically suitable for the proposed density of development, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, traffic circulation will comply with City standards for the proposed density to ensure adequate traffic service levels are met, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design and type of the proposed subdivision and associated improvements will promote the public health, safety and welfare, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design of the subdivision and 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, Subject to the satisfaction of the attached conditions of approval, the project will comply 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, subject to the satisfaction of the attached conditions of approval, will meet all applicable City design and improvement standards, and

WHEREAS, Subject to the satisfaction of the conditions of approval, all the public facilities necessary to serve the subdivision will be in place prior to the issuance of building permits. All the public facilities necessary to serve the subdivision or mitigate the impacts created by the subdivision that are not in place prior to approval of a final map will be assured through a subdivision improvement agreement executed prior to the approval of a final map, and

WHEREAS, The subdivision is consistent with the development described in the Avenues Neighborhood chapter of the Ellis Specific Plan, and with the project evaluated in the Avenues Specific Plan Mitigated Negative Declaration (titled "Final Initial Study/Mitigated Negative Declaration Environmental Checklist"), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018 by Resolution 2018-180, and under Government Code Section 65457 and Section 15182 of Title 14 of the California Code of Regulations, the subdivision is exempt from further environmental review under the California Environmental Quality Act, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on March 9, 2022 and recommended by a 3:0 vote that the City Council approve the proposed Vesting Tentative Subdivision Map, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on March 29, 2022;

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 Vesting Tentative Subdivision Map for the Avenues Neighborhood, consisting of 480 residential lots, an approximately 4.39-acre park, and common landscape parcels, roads, and alleys on approximately 95.83 acres, located south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road, Assessor's Parcel Numbers 240-140-49, 240-140-05, 240-700-13, & 240-700-14, Application Number TSM21-0001, subject to the conditions of approval stated in Exhibit 1 attached and made part hereof.

****

The foregoing Resolution 2022-035 was passed and adopted by the Tracy City Council on the 29th day of March 2022, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS: BEDOLLA
ABSENT:	COUNCIL MEMBERS: DAVIS
ABSTAIN:	COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

City of Tracy
Conditions of Approval
Avenues Neighborhood
Application Number TSM21-0001

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Vesting Tentative Subdivision Map for the Avenues neighborhood of the Ellis Specific Plan area to create 480 single-family-home lots, five landscaped parcels, an approximately 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels

The Property: An approximately 95.83-acre site south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road, Assessor's Parcel Numbers 240-140-49, 240-140-05, 240-700-13, & 240-700-14

A.2. Definitions.

a. "Applicable Law" means all State and federal laws applicable to development of the Project, including without limitation the relevant provisions of the California Planning And Zoning Laws, the California Subdivision Map Act, and the California Environmental Quality Act, all City Regulations.

b. "Applicant" means any person, or other legal entity, defined as a "Subdivider."

c. "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.

d. "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, the Ellis Specific Plan, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

e. "Development Services Director" means the Development Services Department 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.

f. "Conditions of Approval" shall mean the conditions of approval applicable to the Project. The Conditions of Approval shall specifically include all Development Services Department conditions set forth herein.

g. "Subdivider" 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.

h. "ESP" means the specific plan (titled "Ellis Specific Plan") approved by the City Council on January 22, 2013 by Resolution 2013-012, and most recently amended on May 4, 2021 by Ordinance 1305.

i. "Avenues MND" means the Mitigated Negative Declaration (titled "Final Initial Study/Mitigated Negative Declaration Environmental Checklist"), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018 by Resolution 2018-180, as adequate and in compliance with the California Environmental Quality Act (CEQA).

A.3. Compliance with submitted plans. Except as otherwise modified herein, all Final Maps shall be in substantial conformance with the vesting tentative subdivision map received by the Development Services Department on December 22, 2021.

A.4. Payment of applicable fees. 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. Compliance with laws. 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 sections21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California AdministrativeCode, title 14, sections 1500, et seq., "CEQA Guidelines").
- the 2019 CBC, 2019 CRC, 2019 CPC, 2019 CMC, 2019 CEC, 2019 CFC, 2019 CEnC, and 2019 CA Green Building Standards Code.

A.6. Compliance with City Regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations, including, but not limited to, the Ellis Specific Plan (ESP), Tracy Municipal Code (TMC), Standard Plans, and the City's Design Goals and Standards.

A.7. 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 commence on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions within this 90- day period, which protest complies with all of the requirements of Government Code Section 66020, 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 Developer.

B. Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@cityoftracy.org

B.1. Mitigation Measures. The Subdivider shall comply with all mitigation measures applicable to the Project in the Avenues MND, which was adopted by the City Council on September 4, 2018 (SCH# 20180702045).

C. Engineering Division Conditions

Contact: Nanda Gottiparthy (925) 251-0100 nanda.gottiparthy@sngassociates.com

C.1. General Conditions

Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows, and Applicable Law:

a. Specific Plan, titled "*Ellis Specific Plan*" ("ESP") approved by the City Council on April 20, 2021, by Resolution 2021-046 and Ordinance 1305, and any subsequent amendments.

b. Mitigated Negative Declaration "*Initial Study/Environmental Checklist Avenues Specific Plan*", certified by the City Council on September 4, 2018, by Resolution 2018-180, as adequate and in compliance with California Environmental Quality Act (CEQA) and Addendum to the Ellis Modified Project Environmental Impact Report and Avenues Specific Plan Mitigated Negative Declaration, dated February 2021, approved by the City Council on April 20, 2021, by Resolution No. 2021-045.

c. *Ellis Program Sub-Basin – Final Storm Drainage Technical Report* dated September 2012, and *Reevaluation of program Storm Drainage Infrastructure* dated August 4, 2015, prepared by Storm Water Consulting, Inc., ("Storm Drainage Technical Report")

d. *Stormwater Quality Review for Avenues Tentative Map* Technical Memorandum dated June 11, 2021, prepared by Wood Rodgers, Inc., ("Storm Drainage Technical Report - Wood Rodgers")

e. *City of Tracy Wastewater System Analysis for Corral Hollow Road and Lammers Road* Technical Report dated September 2017 (Updated January 2018), Ch2M Hill. ("Wastewater Technical Report")

f. *Avenues Tentative Map Review* Technical Memorandum, prepared by Kimley-Horn & Associates, dated April 26, 2021. ("Traffic Memorandum").

g. *Valpico Road Precise Plan,* approved by City Council on December 7, 2021 by Resolution No. 2021-184.

h. *Tracy Village Fair Share Traffic Study*, prepared by Kimley-Horn & Associates, dated December 7, 2020.

C.2. Final Map

No Final Map within the Project boundaries will be approved by the City until the Subdivider demonstrates, to the reasonable 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.2.1 Subdivider has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days 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 means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.2.2 Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, Applicable Law, these Conditions of Approval, the Ellis Specific Plan ("ESP, and in substantial conformance with the Tentative Subdivision Map.

C.2.3 Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and serve the Project described by the Improvement Plans and Final Map, in accordance with these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

a. The Subdivider shall dedicate a 5-foot wide Public Utility Easement (PUE) along the lot frontages within the Property, the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE "bump outs" to accommodate the structures.

b. The Subdivider shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City's review.

c. The Subdivider shall obtain the approval of all applicable public agencies with jurisdiction over the required public facilities.

d. Subdivider shall submit documentation for vacation or abandonment of existing easements that to be abandoned.

C.2.4 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.2.5 Subdivider has submitted a signed and stamped Engineer's Estimate that shows construction cost of subdivision improvements to be dedicated to the City.

C.2.6 Subdivider has submitted a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, for the completion of improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the SIA.

C.2.7 If required, Subdivider shall submit a signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, for the completion of offsite improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the OIA.

C.2.8 Subdivider has paid engineering review fees or deposits including improvement plan checking, final map review, agreement processing, and all other deposits, or fees required by these Conditions of Approval and in accordance with Applicable Law.

C.2.9 Subdivider has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.

C.2.10 Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes.

C.2.11 Subdivider, in accordance with the terms of the ESP including Section 3.3.2, shall be required to submit a signed and notarized Park Improvement Agreement (PIA) and Improvement Security, for the construction of the neighborhood park improvements. The form and amount of Improvement Security shall be in accordance with ESP, and the PIA. Neighborhood Park will be eligible for fee credits in accordance with Title 13 of the Tracy Municipal Code.

C.2.12 Subdivider has submitted signed and stamped Improvement Plans.

C.3. Grading Permit

The City will accept a grading permit application for the Project prior to the Final Map being approved by the City Council, if the Subdivider has provided all relevant documents related to said grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, and in accordance with the ESP, including, but not limited to, the following:

C.3.1 Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure at least two plan reviews (for the design of on-

site sewer improvements.)

C.3.2 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. Subdivider 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. Subdivider 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.3.3 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 and Geotechnical Engineer.

a. Subdivider shall obtain all applicable signatures by City departments and Subdivider for outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Marshal prior to Subdivider submitting the mylars to Engineering Division for City Engineer's approval.

b. Subdivider shall obtain all applicable Permit(s), agreement(s) and approval of other public agencies that has jurisdiction over the required public facilities, if applicable.

C.3.4 Payment of applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.3.5 Prior to the issuance of the Grading Permit, Subdivider 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.

a. 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.

b. 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.

c. Subdivider shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs), applicable provisions of the ESP, and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent applicable amendment(s).

C.3.6 Subdivider shall submit a PDF copy of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical 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, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level. The Geotech Report shall be peer reviewed by the City's consultant. Subdivider shall pay for the cost of the review.

C.3.7 Subdivider 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.3.8 Subdivider 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) as required in Mitigation Measure AQ-1 of the IS Mitigation Monitoring and Reporting Program.

C.3.9 Prior to the issuance of the Grading Permit, Subdivider shall submit 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 Measure AQ-3 of the IS Mitigation Monitoring and Reporting Program.

C.3.10 Subdivider 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 Subdivider will design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the affected agency and the City. If applicable, 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 Subdivider.

C.3.11 If at any point during grading that the Subdivider, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Subdivider 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.4. Encroachment Permit

Applications for encroachment permit may be accepted by the City as complete prior to the Final Map being approved by the City Council if the Subdivider provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 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, and the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Subdivider 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 Engineer, Traffic Engineer, Electrical Engineer, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature.

C.4.2 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3 Traffic Control Plan, if necessary, shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.4 South San Joaquin County Fire Authority (SSJCFA) Fire Marshal's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

C.4.5 If necessary, signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of off-site 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), the ESP, and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.4.6 Check or wire payment for the applicable of engineering review deposits or fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable costs as required by these Conditions of Approval. The engineering review deposit or fees will be calculated based on the fee rate adopted by the City Council on June 16, 2020, per Resolution 2020-110, or in accordance with the fees in effect at the time that fees are due

C.5. Improvement Plans

Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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 Engineer, Traffic Engineer if applicable, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

The Improvement Plans, including the Grading and Drainage Plans, shall be prepared in accordance with the ESP and the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the ESP and the City Design Documents, and these Conditions of Approval.

The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

The Subdivider shall obtain all applicable signatures by City departments and the Subdivider from outside agencies (where applicable) on the mylar including signatures by the Fire Marshal, prior to the Subdivider submitting the mylars to Engineering Division for City Engineer's approval.

C.5.1 The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. All improvement plans shall contain a note stating that the Subdivider (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

d. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.2 Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. Minor Retaining – Subdivider 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. Subdivider will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Subdivider 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 a California licensed 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.

e. Minor Retaining along Project Perimeter – Subdivider 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. Subdivider will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Subdivider 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.

f. 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.

g. Slope easements will be recorded, prior to the issuance of the Grading Permit. The Subdivider 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.

h. Walls - Subdivider shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Subdivider 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.

i. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, 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 improvements, if required, to the reasonable satisfaction of the City.

C.5.3 Storm Drainage

a. As shown in the SDMP, onsite storm drainage runoff from the Avenues subdivision will discharge into the future Detention Basin 3A located north of Valpico Road.

   (i) Prior to issuance of grading permit, Subdivider shall demonstrate to the satisfaction of the City Engineer that retention of 200% of the 10-year 48-hour storm is available onsite with no excess runoff crossing any property lines of adjacent parcels or Valpico Road right-of-way.

   (ii) Prior to issuance of first building permit, design and construction of the Detention Basin 3A basin shall be completed.

   (iii) The Project shall provide onsite Low Impact Development and Storm Water Quality bioretention treatment (or equivalent treatment) per the current requirements of the Phase II NPDES Permit. Hydromodification requirements will be satisfied in Detention Basin 3A. Treatment requirements may be satisfied in Detention Basin 3A, if calculations are provided demonstrating to the satisfaction of the City Engineer that alternative stormwater treatment will comply with all of the requirements of the Multi-agency Post-construction Stormwater Treatment Manual,

   (iv) If it is determined that stormwater treatment can be provided in Detention Basin 3A, Subdivider shall be obligated to pay its fair share of estimated cost of the stormwater quality treatment in the basin as determined by a study to be funded by Subdivider and completed by the City.

b. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage piping system.

c. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be reasonably approved by the City Engineer.

d. If it is determined that treatment cannot occur within Basin 3A, prior to approval of the Final Map, onsite storm water treatment details and supporting calculations for the private lots and street rights-of-way in compliance with the *Manual* shall be submitted for review and approval by the City.

C.5.4 Sanitary Sewer

a. Sanitary Sewer Facilities: In order to serve the Avenues Project, a gravity sewer will need to be installed in Valpico Road from Summit Drive to Corral Hollow Road. This sewer line shall be installed in accordance with Section

3.3.5 Fire Station Funding and Infrastructure Construction of the ESP. This sewer line is not a program improvement; hence Subdivider is currently not eligible to receive fee credits or reimbursements for this improvement. If it becomes a program improvement, Subdivider may be eligible for either fee credits or reimbursements, in accordance with Title 13 of the Tracy Municipal Code. Subdivider has requested formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code. Eligible users of the line shall include the ESP (as may be amended) property and property otherwise identified by the City and included in the benefit district.

b. Based on the projected sewer demand from approved projects within the Coral Hollow sewer contributory area, the Phase 2 of the Choke Points Improvements for Corral Hollow Road Sewer as identified in the Wastewater Master Plan ("Phase 2 Choke Points Improvements") will be required to serve the Project. To facilitate and ensure timely construction of the Phase 2 Choke Points Improvements, Subdivider will pre-pay all Sanitary Sewer Conveyance Impact Fees for all of the residential units in the Project not later than the issuance of the first building permit for a residential unit in the Project (excluding up to 20 model homes).

c. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations, and utility improvement plans approved by the City Engineer.

C.5.5 Water System.

a. Water Distribution System.

City's Consultant, West Yost Associates will review the water distribution system proposed in the Final Map for conformance with Applicable Law and shall prepare memorandum with recommendations ("Water Memorandum").

Potable water line sizing, looping requirements and layout shall comply with recommendations of the Water Memorandum in accordance with Applicable Law.

b. Recycled Water Line: On-site Recycled Water mains are required to serve The Avenues. As part of the on-site improvements for the Project, the Subdivider shall extend an 8-inch Recycled Water main along Summit Drive from the south subdivision boundary with Ellis Phase 1 to the proposed 30" Master Plan Recycled Water Main at Valpico Road.

c. Fire Service Line: The Subdivider shall design and install fire hydrants in accordance with Applicable Law at locations approved by the SSJCFA Fire Marshal. Before the approval of the plans, the Subdivider shall obtain written approval from the Fire Marshal.

(i) During the construction phases 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 ESP, Applicable Law, and Fire Marshal.

d. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of any offsite water mains.

e. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations, Applicable Law, and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

C.5.6 Valpico Road Frontage Street Improvements

Currently, Valpico Road is a two-lane rural arterial. The TMP identifies Valpico Road as a four-lane arterial road during the horizon year. The ultimate improvements for Valpico Road shall comply with the City of Tracy Transportation Master Plan and the City of Tracy Design Standards.

Subdivider shall design and construct improvements on Valpico Road in accordance with the timelines identified in the Traffic Memorandum. Subdivider shall widen existing Valpico Road to the south to accommodate new eastbound right turn lane and westbound left turn lane.

a. **Option 1 – Valpico Road Interim Improvements:** Valpico Road Improvements shall be designed and constructed by the Subdivider to meet the requirements of the latest edition of the California Department of Transportation Highway Design Manual, the California Manual of Uniform Traffic Control Devices (MUTCD), applicable City Design Standards, and these Conditions of Approval. The Subdivider shall design and construct interim improvements for Valpico Road, in accordance with the ESP, and Tentative Map, which may include widening of Valpico Road at the Summit Drive intersection to provide one travel lane in each direction plus a left turn median lane and a right turn deceleration lane with transitions to provide safe transitions to the two lane Valpico road west and east of the project limits as shown on the Tentative Map. Other frontage improvements may include but not limited to asphalt concrete pavement, landscape planter, a multi-use path, landscape setback planting area, fire hydrants, landscaping with automatic irrigation system (Motorola Controller), pavement marking and striping, street lights, asphalt concrete overlay (where required), pavement transitions and other street and utility improvements that are required to serve the Project in

conformance with the Tentative Map and based on the applicable phasing plans as reasonably approved by the City Engineer.

(i) Per Figure 5.1 of Tracy Transportation Master Plan, the outside lane, right turn lane, Class 1 Bikeway, and all landscape improvements behind the curb on Valpico Road are fronting property owner's obligation.

(ii) Construction of interim roadway improvements on Valpico Road may not be eligible for fee credit or reimbursement if the improvements are required to be removed or reconstructed as part of program improvements for Valpico Road per the TMP. A Deferred Improvement Agreement will be required for removal of interim improvements and construction of ultimate Valpico Road improvements. Alternatively, the Subdivider may pay to the City the estimated cost of removal of interim improvements and cost of future improvements, (including escalation for inflationary adjustment per ENR Construction Cost Index) as determined by the City.

(iii) Right-of Way Dedication. The Subdivider shall dedicate 17.5' of ROW along the property frontage of Valpico Road, in accordance with the Tentative Map.

(iv) The landscape improvements within the Landscape Setback area shall be constructed at the time of the adjacent interim improvements on Valpico Road. The Ellis Property Owners Association (EPOA) shall be responsible for maintenance of the landscape and associated irrigation improvements within the Landscape Setback area in accordance with the Ellis Specific Plan and Ellis Maintenance Agreement between the City of Tracy and EPOA.

b. **Option 2 – Valpico Road Partial Ultimate Improvements:** Subdivider shall construct partial ultimate Valpico Road improvements. Partial ultimate improvements will include roadway improvements on Valpico Road to accommodate one eastbound right turn lane, one eastbound through lane, one westbound left turn lane and one westbound through lane, median, frontage curb and gutter, landscape strip, Class I multi-use trail and relocation / undergrounding of existing overhead lines on the north side of Valpico Road, and transitions.

(i) Per Figure 5.1 of Tracy TMP, the traffic impact fee program covers costs of improvements for the median and inside travel lanes on Valpico Road; frontage (outside) lane, right turn lane, Class I bikeway, and all landscape improvements behind the curb on Valpico Road are Subdivider's obligation. If Subdivider elects to construct Valpico Road partial ultimate program improvements, Subdivider will be eligible for fee credits and reimbursements for program improvements and for right-of-way acquisition and dedication of right-of-way on the north side of Valpico Road.

(ii) Right-of Way Dedication. The Subdivider shall dedicate 17.5' of ROW along the property frontage of Valpico Road, in accordance with the Tentative Map. Acquisition of right-of-way on the north side of Valpico Road is required to construct improvements to serve the project when Summit Drive is extended to connect to Valpico Road. Subdivider shall acquire and dedicate 17' of right-of-way on north side of Valpico Road. If the Subdivider is unable to acquire the required right-of-way on the north side of Valpico Road, the Subdivider may request City's assistance to acquire the right-of-way.

(iii) Subdivider shall relocate or underground existing overhead utilities on the north side of Valpico Road as required to construct the Partial Ultimate Improvements.

(iv) Valpico Road improvements shall be designed and constructed by the Subdivider to meet the requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), applicable City Design Standards and these Conditions of Approval, prior to the final inspection of the first building to be constructed on the Property.

c. **Traffic Signal at Valpico Road/Summit Drive.** The Summit Drive/Valpico Road intersection shall be Side Street Stop Controlled until an interim traffic signal is warranted due to traffic volumes or safety considerations as set forth herein.

(i) Subdivider shall fund a Signal Warrant Analysis not later than thirty (30) days following a written demand from City to determine whether an interim traffic signal is warranted due to traffic volumes and/or safety considerations. If an interim traffic signal is warranted, Subdivider shall complete the installation of the interim Traffic Signal equipment, at Subdivider's sole expense, prior to the issuance of the fiftieth (50^{th}) building permit for a single-family residential unit (not including model homes) following the completion of the Signal Warrant Analysis. Subdivider may request formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code for reimbursement of interim traffic signal costs in excess of Developer's fair share, in accordance with City's procedures.

(ii) Per Mitigation Measure TR-3, when Valpico Road is widened to four lanes, the Subdivider shall design and install a traffic signal to the satisfaction of the City Engineer. At the time of approval of the first final map, if Valpico Road is not widened to four lanes, Subdivider shall pay Capital Improvement in-lieu fees in accordance with TMC 12.36.020h for the cost of the Summit Drive/Valpico Road Traffic Signal per Mitigation Measure TR-3. Subdivider may request formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code for reimbursement of costs in excess of Developer's fair share, in accordance with City's procedures.

d. **Valpico Road/Summit Drive Ultimate Intersection Improvements.** Subdivider shall deposit with City the full amount, as reasonably estimated by the City Engineer, of the costs to design, acquire all required right-of-way, and construct the ultimate intersection improvements. Upon such deposit, Subdivider shall have no further responsibility for the ultimate Valpico Road/Summit Drive intersection improvements as described in the City's TMP.

(i) As an alternative to Conditions C.5.6.c and d above, Subdivider may submit a written election to City for Subdivider to design, acquire all required right-of-way, and construct the ultimate intersection improvements for the Valpico Road/Summit Drive intersection, according to designs and on a schedule approved by the City. Such written election will be subject to approval of the City Engineer based on the City Engineer's reasonable determination that Subdivider can complete the ultimate intersection improvements in accordance with the City's schedule and standards and that such completion will remove the need for the interim traffic signal required by Condition C.5.6.c. Subdivider's written election under this Condition C.5.6.d.(i) shall be provided to City not later than January 1, 2023.

C.5.7 Subdivision Roadway Improvements

The Subdivider shall dedicate all rights-of-way that are necessary to construct Summit Drive, Street 1, Street 2, Street 3, Street 4, Street 5, Street 6, Street 7, Street 8, Street 9, Street 10, Street 11, Street 12, Street 13, Street 14, Street 15, Street 16, Lane 1, Lane 2, Lane 3, Lane 4, Lane 5, Memory Lane, Samuel Joseph Way, and all the in-tract streets based on their respective cross sections as shown on the Tentative Map.

a. 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 (Motorola), 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 be consistent with City Standards, unless specifically modified in the ESP, Tentative Map, and Applicable Law, and shall be shown on the Improvement Plans.

b. Street 5 intersection at Summit Drive will be cut off with sidewalk, turf block planting, collapsible bollards, and other details per Kimley-Horn's recommendations.

c. Design and construction details for the lanes and alley approaches shall be as shown on the Tentative Map. The landscape planters within the lanes and alley shall be irrigated from public water meter.

d. The raised median island curb for the Summit Drive entry section shall be designed in accordance with the Tentative Map.

e. As recommended in *Traffic Analysis,* Alleys shall be signed for One-Way Traffic: Lane 1 should allow northbound traffic only, and Lane 2, Lane 3, Lane 4, and Lane 5 should allow southbound traffic.

C.5.8 Offsite Improvements

The Subdivider shall comply with the following offsite traffic mitigations:

a. Lammers Road/Old Schulte Road intersection: Prior to issuance of first building permit, Subdivider shall install eastbound right turn overlap phase and re-time the intersection to optimize cycle lengths and splits.

b. Lammers Road/Valpico Road intersection:

(i) Per recommendation of *Tracy Village Fair Share Traffic Study*, prior to first building permit, Subdivider shall add a separate westbound right-turn lane and shared westbound left turn/through lane. Westbound right turn phase to be overlapped with southbound left turn phase. Subdivider shall install the Valpico Road/Lammers Road interim improvements if the Subdivider is the first benefitting property to pull its permit and request reimbursement from the fair share payments. If one of the other benefitting properties is first to construct these interim improvements, Subdivider shall satisfy its obligation towards the interim intersection improvements by payment of its fair share of the improvements as identified in the *Tracy Village Fair Share Traffic Study*.

(i) Per Mitigation Measure TR-2, prior to first building permit occupancy (not including model homes), Subdivider shall install a channelized westbound right-turn pocket, a second southbound left-turn pocket, and eastbound right-turn overlap phase signal timing modification. If at the time of first occupancy, the ultimate Transportation Master Plan improvements for Valpico Road and/or Lammers Road have not been constructed, Subdivider shall pay Capital Improvement in-lieu fees in accordance with TMC 12.36.020h for the cost of the ultimate improvements.

c. Valpico Road/Tracy Blvd intersection: Per Mitigation Measure TR-4, prior to issuance of final building permit within Avenues Specific Plan, Subdivider shall provide overlap signal phasing for exclusive right turns at the intersection to the satisfaction of the City Engineer.

d. Corral Hollow Road/Linne Road: Per Mitigation Measure TR-1, At first building permit, Subdivider shall pay impact fees to contribute to City CIP project to add southbound through lane, northbound through lane, and separate westbound right turn lane.

C.5.9 Neighborhood Park

a. The Subdivider shall offer for dedication Parcel "F" for park purposes as required by sub-section 3.2.6.1 of the ESP.

b. The Subdivider shall design and construct the neighborhood park improvements consistent with the City Standards, ESP Park Plans, and Applicable Law.

c. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement Agreement or PIA"), and Improvement Security in the amount and type specified in the ESP. The timing of commencement of the neighborhood park improvements, payment of fees and fee credits shall be in accordance with the ESP, Applicable Law, and Tracy Municipal Code.

C.5.10 Undergrounding of Overhead Utilities

a. Public Utility Easement

All private utility services to serve Project such as electric, telephone and cable TV must be installed underground, and to be installed within dedicated Public Utility Easement (PUE) and at the location as reasonably approved by the respective owner(s) of the utilities.

b. Overhead utilities along the frontage of the project on Valpico Road (with the exception of the high-voltage transmission lines with voltages greater than 34.5 KV) shall be placed in an underground facility in accordance with Tracy Municipal Code.

(i) The project shall comply with all applicable requirements of TMC 7.04.120.

c. 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 Public Utility Easement (PUE). The Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities for the design of these underground utilities and to ensure it can be constructed under the sidewalk or within the PUE.

d. Underground utility conduits may be installed under the sidewalks, and all boxes, structures and related facilities shall be located in the within the PUE.

e. Pavement cuts or utility trench(s) on existing street(s) for the installation of electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street

centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement). Construction details and limits of asphalt concrete overlay shall be shown on the Improvement Plans.

C.5.11 Building Permit - No building permit will be approved by the City until the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.5.12 Payment of the Current Master Plan Fees in accordance with Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council, and in accordance with Applicable Law.

C.5.13 Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, Applicable Law, and these Conditions of Approval.

C.5.14 Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC.

C.5.15 Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC.

C.6. Acceptance of Public Improvements

Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.6.1 Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.6.2 Subdivider has completed the 90-day public landscaping maintenance period.

C.6.3 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.6.4 Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7. Temporary or Final Building Certificate of Occupancy

No Temporary or Final Building Certificate of Occupancy will be issued 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 Condition C.7, above, or the City has agreed to street-by-street acceptance for final building certificate and/or occupancy.

C.7.2 The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, or Applicable Laws, 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 advance 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), which shall be subject to the PICRA.

C.8. Agreements and Improvement Security

C.8.1 Subdivision Improvement Agreement: - Before the City's approval of the 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), post all required improvement security in accordance with improvements shall be subject to the PICRA.

C.8.2 Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Subdivider shall execute a Deferred Improvement Agreement, if applicable, which shall be 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 shall be subject to the PICRA.

C.9. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by the Subdivision Improvement Agreement and the Deferred Improvement Agreement (if necessary) and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.9.2 Labor & Materials (100% of the estimated cost of constructing the public facilities),

C.9.3 Warranty (10% of the estimated cost of constructing the public facilities), and

C.9.4 Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.10. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.10.1 Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

C.10.2 Written request from the Subdivider and a copy of the recorded Notice of Completion.

C.10.3 Monumentation Bond will be released to the Subdivider after City Council's acceptance of the public improvements and all monumentation shown on the Final Map is installed and tagged by a Land Surveyor licensed to practice in the State of California.

C.11. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District for which the public facilities are required in accordance with Applicable Law and these Conditions of Approval.

C.12. Special Conditions

C.12.1 All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with the tentative map, ESP, City Regulations, and City's applicable Design documents if not included in the ESP, or tentative map, including the City's Facilities Master Plan for storm drainage, roadway, wastewater, and water adopted by the City, or as otherwise specifically approved by the City.

C.12.2 Fire turnaround located on Lot 176 as shown on the Tentative Map shall remain until the connections of Summit Drive, Samuel Joseph Way, and either Memory Lane or Street 3 to the reasonable satisfaction of the City Engineer.

C.12.3 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Council finds it necessary due to public health and safety reasons, and it is not in conflict with rights under the ESP or Applicable Law. The

Subdivider shall bear all the advance costs for the inclusion, design, and implementations of such additions and requirements, without any payment from the City. Costs may be applicable to the PICRA as reimbursement or credit. Health and Safety findings shall be made by the City Council under the terms of a review of the Health and Safety related issue, and PICRA reimbursement or credit approval shall be made at the same time by City Council.

C.12.4 Nothing in these Conditions of Approval is intended or may be interpreted to conflict with any of the vested elements and rights granted by the Ellis Development Agreement. In the event of any such conflict, the vested elements and rights granted by the Ellis Development Agreement shall control.

D. Utilities Department Conditions

Contact: Kul Sharma (209) 831-6320 kuldeep.sharma@cityoftracy.org

D.1. Wastewater Treatment. The Developer shall pay Wastewater Master Plan development impact fees for wastewater treatment in effect at that time for all proposed residential units in Avenues Developments not later than the issuance of the first building permit for a single-family residential unit (not counting model homes), or thirty (30) days prior to award of construction contract by the City Council for construction of the next phase of expansion of the City's wastewater Treatment Plant, whichever comes first. A written request for payment of wastewater treatment fees will be made by the City Engineer at least sixty days prior to scheduling the award of construction contract of the next phase of expansion of the Wastewater Treatment plant by the City Council.

D.2. Stormwater Compliance. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Project Stormwater Plan (PSP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual). Prior to the issuance of the grading permit for the project, the PSP shall be reasonably approved by the Utilities Director or his/her designee.

D.3. Stormwater Treatment. Prior to approval of the first Final Map, in compliance with the Manual, either 1) onsite storm water pre-treatment details and supporting calculations for the private lots and street rights-of-way, or 2) design details and supporting calculations for treatment and hydromodification in Detention Basin 3A, shall be submitted for review and approval by the City.

E. Citywide Standard Conditions for Residential five (5) units or more

The following conditions are intended to provide for the funding of City services to the Property.

Contact: Karin Schnaider (209) 831-6841 karin.schnaider@cityoftracy.org

E.1. Streetlights and Street Sweeping

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required by PG&E), by doing one or more of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Prior to approval of the first final map in the Project, Subdivider 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 issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall form a new Community Facilities District named ECFD 2022 - ____, that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. Formation shall be 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, and Subdivider shall be responsible for all costs associated with the CFD proceedings. 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 costs of operation, maintenance, repair, and replacement for the traffic signals, streetlights, and street sweeping on the Property (including all costs required by PG&E);

(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 prior to the final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), setting forth, among other things, the required maintenance, operations, repair, and replacement obligations, the standards of maintenance, operations, repair, and replacement, and all other associated obligation(s) to ensure the long-term operation, maintenance, repair, and replacement by the HOA for the streetlights, and street sweeping on the Property;

(3) Before final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), annex into a CFD described in Condition E.1.a above 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 operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property. 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. Prior to approval of the first final map in the Project, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required by PG&E).

If the provisions for adequate funding of the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required PG&E) are met prior to issuance of the first 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.

E.2. Police & Public Works Services

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of a portion of on-going costs of providing Police and Public Works services for the Property, by doing one of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Prior to approval of the first final map in the Project, Subdivider 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 issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall form a new CFD named ECFD 2022 - ____ that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. Formation shall be 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. Subdivider shall be responsible for all costs associated with the CFD proceedings.

Or

b. Direct funding. Prior to approval of the first final map in the Project, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity a portion of the on-going costs

of providing Police and public safety and Public Works services for the Property.

If the provisions for adequate funding of the on-going costs of providing Police and public safety and Public Works services for the Property are met prior to issuance of the first 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.

E.3. Landscaping Maintenance

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operations, maintenance, repair, and replacement for public landscaping for the Property by doing one or more of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Prior to approval of the first final map in the Project, Subdivider 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 Subdivider shall form a new Community Facilities District (CFD named ECFD 2022 - ____, that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. 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, operations, repair, and replacement costs associated with the adjacent landscape frontage on Valpico Road; (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; (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 Subdivider shall deposit an amount equal to the first year's taxes; and (6) the Subdivider shall be responsible for all costs associated with formation of the CFD.
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, operations, repair, and replacement 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

prior to the final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), setting forth, among other things, the required maintenance, operations, repair and replacement obligations, the standards of maintenance, operations, repair, and replacement, and all other associated obligation(s) to ensure the long-term maintenance, operations, repair, and replacement 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 twenty (20) model homes), annex into a CFD or form a new Improvement Area within the ECFD as described in Condition E.3.a above 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, operations, repair, and replacement. 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. Prior to approval of the first final map in the Project, 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, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full 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, replacement, repair, and replacement costs associated for the adjacent landscape frontage on Valpico Road. 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.

E.4. Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual fair share funding of the on-going costs of operation, maintenance, repair, and replacement for storm drain basin or any other system designed to meet the City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual) for the Property, by doing one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Prior to approval of the first final map in the Project, Subdivider 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 Subdivider shall form a new Community Facilities District

(CFD) named ECFD 2022 - ____ that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. for funding on-going costs of operation, maintenance, repair, and replacement for its fair share of storm drain basin or any other system designed to meet the Manual (2) formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien; (3) upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment; (4) prior to issuance of a building permit, the Subdivider shall deposit an amount equal to the first year's taxes; and (5) the Subdivider shall be responsible for all costs associated with formation of the CFD.

Or

b. Direct funding. Prior to approval of the first final map in the Project, 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, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund its fair share in perpetuity the full on-going costs of operation, maintenance, repair, and replacement for storm drain basin or any other system designed to meet the Manual.

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
The Avenues Improvement Plans
Tract 3883

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Woodside 05N, LP, a California Limited Partnership ("**Subdivider**").

Recitals

A. Subdivider is currently the owner of the real property located at south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road ("**Property**"), and more particularly described in Exhibit "**A**", attached and incorporated herein by its reference. ("**Property**"), and more particularly described in Exhibit "**A**", attached and incorporated herein by its reference.

B. On March 29, 2022, the City Council approved a tentative subdivision map known as **Avenues Neighborhood** Application No. **TSM21-0001** by Resolution No. 2022-035 ("**Tentative Map**"). The Tentative Map is on file with the City Clerk and is incorporated here by reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's Subdivision Ordinance, and applicable City Standards.

D. On April 22, 2022, Subdivider has submitted an application to the City for a Final Map ("**Final Map**"), for a portion of the property that is the subject of the Tentative Map. Council approval of the Final Map will be at a future Council meeting. As part of the Conditions of the Final Map, the Subdivider is required to execute this Subdivision Improvement Agreement for on-site improvements.

E. A separate Offsite Improvement Agreement will be approved by the City Council in the future for offsite improvements on Valpico Road.

F. Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Subdivider and approved by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated here by reference. The term "Plans and Specifications" includes total sixty-three (63) sheets of improvement plans entitled "*The Avenues Improvement Plans Tracts 3883, 4126, & 4127*" [ENG22-0004], prepared by CBG Civil Engineers, San Ramon, CA approved by City Engineer on April 4, 2023 and total fifty-six (56) sheets of Streetscape plans entitled "Ellis Avenues Streetscape" [ENG22-0005] prepared by GATES + Associates, San Ramon, CA approved by City Engineer on April 4, 2023. (Offsite Improvements outside of the Project Boundary are for reference only; these improvements are to be installed under a future Offsite Improvement Agreement).

G. Because the required improvements have not been completed, Subdivider 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. Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider's expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Subdivider may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Subdivider's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless

otherwise modified in writing in accordance with this Agreement. 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. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider shall not begin Work before the date specified in the written notice.

2.2. Schedule of Work. Concurrently with the written notice of beginning of Work, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

2.3. Completion of Work. Subdivider shall complete all Work by no later than 365 days after Subdivider's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

2.4. Reversion to Acreage. If Subdivider fails to begin the Work before the date on which completion is due, Subdivider shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Subdivider shall bear the costs of processing and implementing the reversion.

3. Improvement Security. Concurrently with Subdivider's execution of this Agreement, and before beginning any Work, Subdivider shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 et seq.) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1. Faithful Performance security in the amount of **$ 17,566,000** 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 **$ 17,566,000** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3. Warranty security in the amount of **$ 1,756,600** 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 $ 39,750 to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. Indemnification. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. Insurance. Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval which approval is deemed granted as evidenced by the City's execution of this Agreement.

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

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, but excluding coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Subdivider shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Subdivider agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

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 Subdivider has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

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

5.6. Endorsements. Subdivider 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 Subdivider's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3. Subdivider shall require its contractors and subcontractors providing services required by this Agreement (e.g., general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Subdivider shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Subdivider shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Subdivider shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9. Insurance Certificate. Subdivider shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10. Substitute Certificates. On or before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. Default.

7.1. Notice. If Subdivider is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Subdivider and Subdivider's surety (if any) describing the default.

7.2. Events of default. Subdivider shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

7.2.1. Subdivider is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2. Subdivider abandons the Project site.

7.2.3. Subdivider fails to perform one or more requirements of this Agreement.

7.2.4. Subdivider fails to replace or repair any damage caused by Subdivider or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

7.2.5. Subdivider violates any legal requirement related to the Work.

7.3. If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

7.3.1. Cure the default and charge Subdivider for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2. Demand Subdivider complete performance of the Work.

7.3.3. Demand Subdivider's surety (if any) complete performance of the Work.

8. Ownership of Work. All original documents prepared by Subdivider for this Agreement are the property of the City, and Subdivider shall provide them to the City at the completion of Subdivider's Work, or upon demand from the City.

9. Repair of any Damage. In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. Inspection by the City; Inspection Fees. In order to permit the City to inspect the Work, Subdivider shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Subdivider shall pay all such costs and provide a report directly to the City.

11. Credits and Reimbursement. Subdivider shall be eligible for fee credits and reimbursement, based on the City's Storm Drain Master Plan, and applicable provisions of Title 13 of the Tracy Municipal Code, as follows:

11.1. Credits for Storm Drainage Fees. Immediately upon Subdivider execution of this Agreement and provision of the Improvement Security described in Section 3, Subdivider shall be eligible for fee credits against Subdivider obligation to pay the City's Storm Drainage Fees in the amount of $1,841,958.92. Subdivider is responsible for paying the associated program management fee.

11.2. Reimbursement. In the event Subdivider has a remaining credit balance after all Subdivider Impact fees for the Project have been paid, Subdivider shall submit a request for reimbursement for the remaining balance pursuant to section 13.08 of the Tracy Municipal Code.

12. Subdivider's Authorized Representative. At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 11.

13. Acceptance of Work. Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. Warranty Period. Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

15. Notices.

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

To City:	To Subdivider:
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	Woodside 05N, LP 111 Woodmere Road, Suite 190 Folsom, CA, 95630 Attn: Michael LaFortune Michael.LaFortune@woodsidehomes.com

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

16. Approvals by City. Any approval or consent by that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.

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

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

19. Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider's duties be delegated, without the City's prior written consent. Any attempt to assign or delegate this Agreement without the City's written consent shall be void and of no effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

21. Permits, Licenses, and Compliance with Law. Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall

obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

22. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Legal Description of Property (Recital A.)
B. Conditions of Approval (Recital D.)
C. Subdivider's Authorized Representative Information (Section 11.)

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

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 M. Patel, City Attorney

Subdivider

_____

Woodside 05N, LP, a California Limited Partnership

By: WDS GP, Inc., a California corporation, General Partner

By: Michael LaFortune
Title: Its Authorized Agent
Date: 11/17/23

Federal Employer Tax ID No. 26-3036658

CALIFORNIA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

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 Sacramento

On November 17th 23 before me, Alexandria Marie Seele (insert name and title of the officer), personally appeared Michael LaFortune, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____. (Seal)

ALEXANDRIA MARIE SEELE
Notary Public - California
Sacramento County
Commission # 2438579
My Comm. Expires Feb 17, 2027

Copyright © 2018 NotaryAcknowledgement.com. All Rights Reserved.

OCTOBER 20, 2022
JOB NO. 1725-000

EXHIBIT A
LEGAL DESCRIPTION
TRACT NO. 3883, THE AVENUES - PHASE 1
TRACY, CALIFORNIA

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCELS 1, 2, AND 3, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN GRANT DEED TO WOODSIDE 05N, LP RECORDED MARCH 31, 2022, AS DOCUMENT NUMBER 2022-042549 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAND JOAQUIN COUNTY.

END OF DESCRIPTION

RESOLUTION 2022-035

APPROVING A VESTING TENTATIVE SUBDIVISION MAP FOR THE AVENUES NEIGHBORHOOD CONSISTING OF 480 RESIDENTIAL LOTS, A PARK, AND ASSOCIATED ROADS ON APPROXIMATELY 95.83 ACRES, LOCATED SOUTH OF VALPICO ROAD AND APPROXIMATELY 1,500 FEET WEST OF CORRAL HOLLOW ROAD, ASSESSOR'S PARCEL NUMBERS 240-140-49, 240-140-05, 240-700-13, & 240-700-14. THE APPLICANT IS THE SURLAND COMPANIES AND THE PROPERTY OWNER IS GREYSTONE LAND INVESTMENT PARTNERS, LLC. APPLICATION NUMBER TSM21-0001

WHEREAS, In September 2018, the Tracy City Council adopted the Avenues Specific Plan (Ordinance 1262) and approved annexation of the Avenues project (Resolution No. 2018-180) located on an approximately 95-acre site south of Valpico Road and north of the Ellis Specific Plan area, and adopted the Avenues Specific Plan Mitigated Negative Declaration (ASP MND) for the project (Resolution No. 2018-180), and

WHEREAS, In January 2021, LAFCo approved annexation of the Avenues project area into the City of Tracy (LAFCo Resolution No. 1439), and

WHEREAS, In May 2021, at request of The Surland Companies, the Tracy City Council adopted Ordinance 1305 to merge the Avenues Specific Plan and the Ellis Specific Plan into a single specific plan (Ellis Specific Plan), referring to the Avenues project area as the Avenues Neighborhood, and

WHEREAS, The Surland Companies has proposed a Vesting Tentative Subdivision Map for the Avenues Neighborhood to create 480 single-family-home lots, an approximately 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels, and

WHEREAS, The subject property is designated Residential Low by the Tracy General Plan and designated Residential by the Ellis Specific Plan, Avenues Neighborhood Plan, which permits a minimum of 380 and a maximum of 480 residential units, not including accessory dwelling units, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the Residential Low General Plan Designation and with the Ellis Specific Plan, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the General Plan and Title 12, the Subdivision Ordinance, of the Tracy Municipal Code, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the site is physically suitable for the type of development, as the site, once graded, will be virtually flat and the characteristically high clay content of Tracy's soils may require amendments and treatment for proposed landscaping, foundations, and other surface and utility work. The physical qualities of the property make it suitable for residential development in accordance with City standards, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the site is physically suitable for the proposed density of development, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, traffic circulation will comply with City standards for the proposed density to ensure adequate traffic service levels are met, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design and type of the proposed subdivision and associated improvements will promote the public health, safety and welfare, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design of the subdivision and 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, Subject to the satisfaction of the attached conditions of approval, the project will comply 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, subject to the satisfaction of the attached conditions of approval, will meet all applicable City design and improvement standards, and

WHEREAS, Subject to the satisfaction of the conditions of approval, all the public facilities necessary to serve the subdivision will be in place prior to the issuance of building permits. All the public facilities necessary to serve the subdivision or mitigate the impacts created by the subdivision that are not in place prior to approval of a final map will be assured through a subdivision improvement agreement executed prior to the approval of a final map, and

WHEREAS, The subdivision is consistent with the development described in the Avenues Neighborhood chapter of the Ellis Specific Plan, and with the project evaluated in the Avenues Specific Plan Mitigated Negative Declaration (titled "Final Initial Study/Mitigated Negative Declaration Environmental Checklist"), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018 by Resolution 2018-180, and under Government Code Section 65457 and Section 15182 of Title 14 of the California Code of Regulations, the subdivision is exempt from further environmental review under the California Environmental Quality Act, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on March 9, 2022 and recommended by a 3:0 vote that the City Council approve the proposed Vesting Tentative Subdivision Map, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on March 29, 2022;

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 Vesting Tentative Subdivision Map for the Avenues Neighborhood, consisting of 480 residential lots, an approximately 4.39-acre park, and common landscape parcels, roads, and alleys on approximately 95.83 acres, located south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road, Assessor's Parcel Numbers 240-140-49, 240-140-05, 240-700-13, & 240-700-14, Application Number TSM21-0001, subject to the conditions of approval stated in Exhibit 1 attached and made part hereof.

****

The foregoing Resolution 2022-035 was passed and adopted by the Tracy City Council on the 29th day of March 2022, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS: BEDOLLA
ABSENT:	COUNCIL MEMBERS: DAVIS
ABSTAIN:	COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

Exhibit "1"

City of Tracy
Conditions of Approval
Avenues Neighborhood
Application Number TSM21-0001

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Vesting Tentative Subdivision Map for the Avenues neighborhood of the Ellis Specific Plan area to create 480 single-family-home lots, five landscaped parcels, an approximately 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels

The Property: An approximately 95.83-acre site south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road, Assessor's Parcel Numbers 240-140-49, 240-140-05, 240-700-13, & 240-700-14

A.2. Definitions.

a. "Applicable Law" means all State and federal laws applicable to development of the Project, including without limitation the relevant provisions of the California Planning And Zoning Laws, the California Subdivision Map Act, and the California Environmental Quality Act, all City Regulations.

b. "Applicant" means any person, or other legal entity, defined as a "Subdivider."

c. "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.

d. "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, the Ellis Specific Plan, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

e. "Development Services Director" means the Development Services Department 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.

f. "Conditions of Approval" shall mean the conditions of approval applicable to the Project. The Conditions of Approval shall specifically include all Development Services Department conditions set forth herein.

g. "Subdivider" 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.

h. "ESP" means the specific plan (titled "Ellis Specific Plan") approved by the City Council on January 22, 2013 by Resolution 2013-012, and most recently amended on May 4, 2021 by Ordinance 1305.

i. "Avenues MND" means the Mitigated Negative Declaration (titled "Final Initial Study/Mitigated Negative Declaration Environmental Checklist"), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018 by Resolution 2018-180, as adequate and in compliance with the California Environmental Quality Act (CEQA).

A.3. Compliance with submitted plans. Except as otherwise modified herein, all Final Maps shall be in substantial conformance with the vesting tentative subdivision map received by the Development Services Department on December 22, 2021.

A.4. Payment of applicable fees. 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. Compliance with laws. 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 sections21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California AdministrativeCode, title 14, sections 1500, et seq., "CEQA Guidelines").
- the 2019 CBC, 2019 CRC, 2019 CPC, 2019 CMC, 2019 CEC, 2019 CFC, 2019 CEnC, and 2019 CA Green Building Standards Code.

A.6. Compliance with City Regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations, including, but not limited to, the Ellis Specific Plan (ESP), Tracy Municipal Code (TMC), Standard Plans, and the City's Design Goals and Standards.

A.7. 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 commence on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions within this 90- day period, which protest complies with all of the requirements of Government Code Section 66020, 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 Developer.

B. Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@cityoftracy.org

B.1. Mitigation Measures. The Subdivider shall comply with all mitigation measures applicable to the Project in the Avenues MND, which was adopted by the City Council on September 4, 2018 (SCH# 20180702045).

C. Engineering Division Conditions

Contact: Nanda Gottiparthy (925) 251-0100 nanda.gottiparthy@sngassociates.com

C.1. General Conditions

Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows, and Applicable Law:

a. Specific Plan, titled "*Ellis Specific Plan*" ("ESP") approved by the City Council on April 20, 2021, by Resolution 2021-046 and Ordinance 1305, and any subsequent amendments.

b. Mitigated Negative Declaration "*Initial Study/Environmental Checklist Avenues Specific Plan*", certified by the City Council on September 4, 2018, by Resolution 2018-180, as adequate and in compliance with California Environmental Quality Act (CEQA) and Addendum to the Ellis Modified Project Environmental Impact Report and Avenues Specific Plan Mitigated Negative Declaration, dated February 2021, approved by the City Council on April 20, 2021, by Resolution No. 2021-045.

c. *Ellis Program Sub-Basin – Final Storm Drainage Technical Report* dated September 2012, and *Reevaluation of program Storm Drainage Infrastructure* dated August 4, 2015, prepared by Storm Water Consulting, Inc., ("Storm Drainage Technical Report")

d. *Stormwater Quality Review for Avenues Tentative Map* Technical Memorandum dated June 11, 2021, prepared by Wood Rodgers, Inc., ("Storm Drainage Technical Report - Wood Rodgers")

e. *City of Tracy Wastewater System Analysis for Corral Hollow Road and Lammers Road* Technical Report dated September 2017 (Updated January 2018), Ch2M Hill. ("Wastewater Technical Report")

f. *Avenues Tentative Map Review* Technical Memorandum, prepared by Kimley-Horn & Associates, dated April 26, 2021. ("Traffic Memorandum").

g. *Valpico Road Precise Plan,* approved by City Council on December 7, 2021 by Resolution No. 2021-184.

h. *Tracy Village Fair Share Traffic Study*, prepared by Kimley-Horn & Associates, dated December 7, 2020.

C.2. Final Map

No Final Map within the Project boundaries will be approved by the City until the Subdivider demonstrates, to the reasonable 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.2.1 Subdivider has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days 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 means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.2.2 Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, Applicable Law, these Conditions of Approval, the Ellis Specific Plan ("ESP, and in substantial conformance with the Tentative Subdivision Map.

C.2.3 Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and serve the Project described by the Improvement Plans and Final Map, in accordance with these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

a. The Subdivider shall dedicate a 5-foot wide Public Utility Easement (PUE) along the lot frontages within the Property, the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE "bump outs" to accommodate the structures.

b. The Subdivider shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City's review.

c. The Subdivider shall obtain the approval of all applicable public agencies with jurisdiction over the required public facilities.

d. Subdivider shall submit documentation for vacation or abandonment of existing easements that to be abandoned.

C.2.4 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.2.5 Subdivider has submitted a signed and stamped Engineer's Estimate that shows construction cost of subdivision improvements to be dedicated to the City.

C.2.6 Subdivider has submitted a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, for the completion of improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the SIA.

C.2.7 If required, Subdivider shall submit a signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, for the completion of offsite improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the OIA.

C.2.8 Subdivider has paid engineering review fees or deposits including improvement plan checking, final map review, agreement processing, and all other deposits, or fees required by these Conditions of Approval and in accordance with Applicable Law.

C.2.9 Subdivider has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.

C.2.10 Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes.

C.2.11 Subdivider, in accordance with the terms of the ESP including Section 3.3.2, shall be required to submit a signed and notarized Park Improvement Agreement (PIA) and Improvement Security, for the construction of the neighborhood park improvements. The form and amount of Improvement Security shall be in accordance with ESP, and the PIA. Neighborhood Park will be eligible for fee credits in accordance with Title 13 of the Tracy Municipal Code.

C.2.12 Subdivider has submitted signed and stamped Improvement Plans.

C.3. Grading Permit

The City will accept a grading permit application for the Project prior to the Final Map being approved by the City Council, if the Subdivider has provided all relevant documents related to said grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, and in accordance with the ESP, including, but not limited to, the following:

C.3.1 Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure at least two plan reviews (for the design of on-

site sewer improvements.)

C.3.2 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. Subdivider 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. Subdivider 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.3.3 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 and Geotechnical Engineer.

a. Subdivider shall obtain all applicable signatures by City departments and Subdivider for outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Marshal prior to Subdivider submitting the mylars to Engineering Division for City Engineer's approval.

b. Subdivider shall obtain all applicable Permit(s), agreement(s) and approval of other public agencies that has jurisdiction over the required public facilities, if applicable.

C.3.4 Payment of applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.3.5 Prior to the issuance of the Grading Permit, Subdivider 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.

a. 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.

b. 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.

c. Subdivider shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs), applicable provisions of the ESP, and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent applicable amendment(s).

C.3.6 Subdivider shall submit a PDF copy of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical 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, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level. The Geotech Report shall be peer reviewed by the City's consultant. Subdivider shall pay for the cost of the review.

C.3.7 Subdivider 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.3.8 Subdivider 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) as required in Mitigation Measure AQ-1 of the IS Mitigation Monitoring and Reporting Program.

C.3.9 Prior to the issuance of the Grading Permit, Subdivider shall submit 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 Measure AQ-3 of the IS Mitigation Monitoring and Reporting Program.

C.3.10 Subdivider 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 Subdivider will design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the affected agency and the City. If applicable, 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 Subdivider.

C.3.11 If at any point during grading that the Subdivider, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Subdivider 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.4. Encroachment Permit

Applications for encroachment permit may be accepted by the City as complete prior to the Final Map being approved by the City Council if the Subdivider provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 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, and the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Subdivider 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 Engineer, Traffic Engineer, Electrical Engineer, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature.

C.4.2 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3 Traffic Control Plan, if necessary, shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.4 South San Joaquin County Fire Authority (SSJCFA) Fire Marshal's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

C.4.5 If necessary, signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of off-site 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), the ESP, and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.4.6 Check or wire payment for the applicable of engineering review deposits or fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable costs as required by these Conditions of Approval. The engineering review deposit or fees will be calculated based on the fee rate adopted by the City Council on June 16, 2020, per Resolution 2020-110, or in accordance with the fees in effect at the time that fees are due

C.5. Improvement Plans

Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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 Engineer, Traffic Engineer if applicable, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

The Improvement Plans, including the Grading and Drainage Plans, shall be prepared in accordance with the ESP and the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the ESP and the City Design Documents, and these Conditions of Approval.

The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

The Subdivider shall obtain all applicable signatures by City departments and the Subdivider from outside agencies (where applicable) on the mylar including signatures by the Fire Marshal, prior to the Subdivider submitting the mylars to Engineering Division for City Engineer's approval.

C.5.1 The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. All improvement plans shall contain a note stating that the Subdivider (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

d. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.2 Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. Minor Retaining – Subdivider 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. Subdivider will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Subdivider 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 a California licensed 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.

e. Minor Retaining along Project Perimeter – Subdivider 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. Subdivider will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Subdivider 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.

f. 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.

g. Slope easements will be recorded, prior to the issuance of the Grading Permit. The Subdivider 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.

h. Walls - Subdivider shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Subdivider 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.

i. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, 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 improvements, if required, to the reasonable satisfaction of the City.

C.5.3 Storm Drainage

a. As shown in the SDMP, onsite storm drainage runoff from the Avenues subdivision will discharge into the future Detention Basin 3A located north of Valpico Road.

(i) Prior to issuance of grading permit, Subdivider shall demonstrate to the satisfaction of the City Engineer that retention of 200% of the 10-year 48-hour storm is available onsite with no excess runoff crossing any property lines of adjacent parcels or Valpico Road right-of-way.

(ii) Prior to issuance of first building permit, design and construction of the Detention Basin 3A basin shall be completed.

(iii) The Project shall provide onsite Low Impact Development and Storm Water Quality bioretention treatment (or equivalent treatment) per the current requirements of the Phase II NPDES Permit. Hydromodification requirements will be satisfied in Detention Basin 3A. Treatment requirements may be satisfied in Detention Basin 3A, if calculations are provided demonstrating to the satisfaction of the City Engineer that alternative stormwater treatment will comply with all of the requirements of the Multi-agency Post-construction Stormwater Treatment Manual,

(iv) If it is determined that stormwater treatment can be provided in Detention Basin 3A, Subdivider shall be obligated to pay its fair share of estimated cost of the stormwater quality treatment in the basin as determined by a study to be funded by Subdivider and completed by the City.

b. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage piping system.

c. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be reasonably approved by the City Engineer.

d. If it is determined that treatment cannot occur within Basin 3A, prior to approval of the Final Map, onsite storm water treatment details and supporting calculations for the private lots and street rights-of-way in compliance with the *Manual* shall be submitted for review and approval by the City.

C.5.4 Sanitary Sewer

a. Sanitary Sewer Facilities: In order to serve the Avenues Project, a gravity sewer will need to be installed in Valpico Road from Summit Drive to Corral Hollow Road. This sewer line shall be installed in accordance with Section

3.3.5 Fire Station Funding and Infrastructure Construction of the ESP. This sewer line is not a program improvement; hence Subdivider is currently not eligible to receive fee credits or reimbursements for this improvement. If it becomes a program improvement, Subdivider may be eligible for either fee credits or reimbursements, in accordance with Title 13 of the Tracy Municipal Code. Subdivider has requested formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code. Eligible users of the line shall include the ESP (as may be amended) property and property otherwise identified by the City and included in the benefit district.

b. Based on the projected sewer demand from approved projects within the Coral Hollow sewer contributory area, the Phase 2 of the Choke Points Improvements for Corral Hollow Road Sewer as identified in the Wastewater Master Plan ("Phase 2 Choke Points Improvements") will be required to serve the Project. To facilitate and ensure timely construction of the Phase 2 Choke Points Improvements, Subdivider will pre-pay all Sanitary Sewer Conveyance Impact Fees for all of the residential units in the Project not later than the issuance of the first building permit for a residential unit in the Project (excluding up to 20 model homes).

c. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations, and utility improvement plans approved by the City Engineer.

C.5.5 Water System.

a. Water Distribution System.

City's Consultant, West Yost Associates will review the water distribution system proposed in the Final Map for conformance with Applicable Law and shall prepare memorandum with recommendations ("Water Memorandum").

Potable water line sizing, looping requirements and layout shall comply with recommendations of the Water Memorandum in accordance with Applicable Law.

b. Recycled Water Line: On-site Recycled Water mains are required to serve The Avenues. As part of the on-site improvements for the Project, the Subdivider shall extend an 8-inch Recycled Water main along Summit Drive from the south subdivision boundary with Ellis Phase 1 to the proposed 30" Master Plan Recycled Water Main at Valpico Road.

c. Fire Service Line: The Subdivider shall design and install fire hydrants in accordance with Applicable Law at locations approved by the SSJCFA Fire Marshal. Before the approval of the plans, the Subdivider shall obtain written approval from the Fire Marshal.

(i) During the construction phases 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 ESP, Applicable Law, and Fire Marshal.

d. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of any offsite water mains.

e. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations, Applicable Law, and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

C.5.6 Valpico Road Frontage Street Improvements

Currently, Valpico Road is a two-lane rural arterial. The TMP identifies Valpico Road as a four-lane arterial road during the horizon year. The ultimate improvements for Valpico Road shall comply with the City of Tracy Transportation Master Plan and the City of Tracy Design Standards.

Subdivider shall design and construct improvements on Valpico Road in accordance with the timelines identified in the Traffic Memorandum. Subdivider shall widen existing Valpico Road to the south to accommodate new eastbound right turn lane and westbound left turn lane.

a. **Option 1 – Valpico Road Interim Improvements:** Valpico Road Improvements shall be designed and constructed by the Subdivider to meet the requirements of the latest edition of the California Department of Transportation Highway Design Manual, the California Manual of Uniform Traffic Control Devices (MUTCD), applicable City Design Standards, and these Conditions of Approval. The Subdivider shall design and construct interim improvements for Valpico Road, in accordance with the ESP, and Tentative Map, which may include widening of Valpico Road at the Summit Drive intersection to provide one travel lane in each direction plus a left turn median lane and a right turn deceleration lane with transitions to provide safe transitions to the two lane Valpico road west and east of the project limits as shown on the Tentative Map. Other frontage improvements may include but not limited to asphalt concrete pavement, landscape planter, a multi-use path, landscape setback planting area, fire hydrants, landscaping with automatic irrigation system (Motorola Controller), pavement marking and striping, street lights, asphalt concrete overlay (where required), pavement transitions and other street and utility improvements that are required to serve the Project in

conformance with the Tentative Map and based on the applicable phasing plans as reasonably approved by the City Engineer.

(i) Per Figure 5.1 of Tracy Transportation Master Plan, the outside lane, right turn lane, Class 1 Bikeway, and all landscape improvements behind the curb on Valpico Road are fronting property owner's obligation.

(ii) Construction of interim roadway improvements on Valpico Road may not be eligible for fee credit or reimbursement if the improvements are required to be removed or reconstructed as part of program improvements for Valpico Road per the TMP. A Deferred Improvement Agreement will be required for removal of interim improvements and construction of ultimate Valpico Road improvements. Alternatively, the Subdivider may pay to the City the estimated cost of removal of interim improvements and cost of future improvements, (including escalation for inflationary adjustment per ENR Construction Cost Index) as determined by the City.

(iii) Right-of Way Dedication. The Subdivider shall dedicate 17.5' of ROW along the property frontage of Valpico Road, in accordance with the Tentative Map.

(iv) The landscape improvements within the Landscape Setback area shall be constructed at the time of the adjacent interim improvements on Valpico Road. The Ellis Property Owners Association (EPOA) shall be responsible for maintenance of the landscape and associated irrigation improvements within the Landscape Setback area in accordance with the Ellis Specific Plan and Ellis Maintenance Agreement between the City of Tracy and EPOA.

b. **Option 2 – Valpico Road Partial Ultimate Improvements:** Subdivider shall construct partial ultimate Valpico Road improvements. Partial ultimate improvements will include roadway improvements on Valpico Road to accommodate one eastbound right turn lane, one eastbound through lane, one westbound left turn lane and one westbound through lane, median, frontage curb and gutter, landscape strip, Class I multi-use trail and relocation / undergrounding of existing overhead lines on the north side of Valpico Road, and transitions.

(i) Per Figure 5.1 of Tracy TMP, the traffic impact fee program covers costs of improvements for the median and inside travel lanes on Valpico Road; frontage (outside) lane, right turn lane, Class I bikeway, and all landscape improvements behind the curb on Valpico Road are Subdivider's obligation. If Subdivider elects to construct Valpico Road partial ultimate program improvements, Subdivider will be eligible for fee credits and reimbursements for program improvements and for right-of-way acquisition and dedication of right-of-way on the north side of Valpico Road.

(ii) Right-of Way Dedication. The Subdivider shall dedicate 17.5' of ROW along the property frontage of Valpico Road, in accordance with the Tentative Map. Acquisition of right-of-way on the north side of Valpico Road is required to construct improvements to serve the project when Summit Drive is extended to connect to Valpico Road. Subdivider shall acquire and dedicate 17' of right-of-way on north side of Valpico Road. If the Subdivider is unable to acquire the required right-of-way on the north side of Valpico Road, the Subdivider may request City's assistance to acquire the right-of-way.

(iii) Subdivider shall relocate or underground existing overhead utilities on the north side of Valpico Road as required to construct the Partial Ultimate Improvements.

(iv) Valpico Road improvements shall be designed and constructed by the Subdivider to meet the requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), applicable City Design Standards and these Conditions of Approval, prior to the final inspection of the first building to be constructed on the Property.

c. **Traffic Signal at Valpico Road/Summit Drive.** The Summit Drive/Valpico Road intersection shall be Side Street Stop Controlled until an interim traffic signal is warranted due to traffic volumes or safety considerations as set forth herein.

(i) Subdivider shall fund a Signal Warrant Analysis not later than thirty (30) days following a written demand from City to determine whether an interim traffic signal is warranted due to traffic volumes and/or safety considerations. If an interim traffic signal is warranted, Subdivider shall complete the installation of the interim Traffic Signal equipment, at Subdivider's sole expense, prior to the issuance of the fiftieth (50^{th}) building permit for a single-family residential unit (not including model homes) following the completion of the Signal Warrant Analysis. Subdivider may request formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code for reimbursement of interim traffic signal costs in excess of Developer's fair share, in accordance with City's procedures.

(ii) Per Mitigation Measure TR-3, when Valpico Road is widened to four lanes, the Subdivider shall design and install a traffic signal to the satisfaction of the City Engineer. At the time of approval of the first final map, if Valpico Road is not widened to four lanes, Subdivider shall pay Capital Improvement in-lieu fees in accordance with TMC 12.36.020h for the cost of the Summit Drive/Valpico Road Traffic Signal per Mitigation Measure TR-3. Subdivider may request formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code for reimbursement of costs in excess of Developer's fair share, in accordance with City's procedures.

d. **Valpico Road/Summit Drive Ultimate Intersection Improvements.** Subdivider shall deposit with City the full amount, as reasonably estimated by the City Engineer, of the costs to design, acquire all required right-of-way, and construct the ultimate intersection improvements. Upon such deposit, Subdivider shall have no further responsibility for the ultimate Valpico Road/Summit Drive intersection improvements as described in the City's TMP.

(i) As an alternative to Conditions C.5.6.c and d above, Subdivider may submit a written election to City for Subdivider to design, acquire all required right-of-way, and construct the ultimate intersection improvements for the Valpico Road/Summit Drive intersection, according to designs and on a schedule approved by the City. Such written election will be subject to approval of the City Engineer based on the City Engineer's reasonable determination that Subdivider can complete the ultimate intersection improvements in accordance with the City's schedule and standards and that such completion will remove the need for the interim traffic signal required by Condition C.5.6.c. Subdivider's written election under this Condition C.5.6.d.(i) shall be provided to City not later than January 1, 2023.

C.5.7 Subdivision Roadway Improvements

The Subdivider shall dedicate all rights-of-way that are necessary to construct Summit Drive, Street 1, Street 2, Street 3, Street 4, Street 5, Street 6, Street 7, Street 8, Street 9, Street 10, Street 11, Street 12, Street 13, Street 14, Street 15, Street 16, Lane 1, Lane 2, Lane 3, Lane 4, Lane 5, Memory Lane, Samuel Joseph Way, and all the in-tract streets based on their respective cross sections as shown on the Tentative Map.

a. 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 (Motorola), 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 be consistent with City Standards, unless specifically modified in the ESP, Tentative Map, and Applicable Law, and shall be shown on the Improvement Plans.

b. Street 5 intersection at Summit Drive will be cut off with sidewalk, turf block planting, collapsible bollards, and other details per Kimley-Horn's recommendations.

c. Design and construction details for the lanes and alley approaches shall be as shown on the Tentative Map. The landscape planters within the lanes and alley shall be irrigated from public water meter.

d. The raised median island curb for the Summit Drive entry section shall be designed in accordance with the Tentative Map.

e. As recommended in *Traffic Analysis,* Alleys shall be signed for One-Way Traffic: Lane 1 should allow northbound traffic only, and Lane 2, Lane 3, Lane 4, and Lane 5 should allow southbound traffic.

C.5.8 Offsite Improvements

The Subdivider shall comply with the following offsite traffic mitigations:

a. Lammers Road/Old Schulte Road intersection: Prior to issuance of first building permit, Subdivider shall install eastbound right turn overlap phase and re-time the intersection to optimize cycle lengths and splits.

b. Lammers Road/Valpico Road intersection:

(i) Per recommendation of *Tracy Village Fair Share Traffic Study*, prior to first building permit, Subdivider shall add a separate westbound right-turn lane and shared westbound left turn/through lane. Westbound right turn phase to be overlapped with southbound left turn phase. Subdivider shall install the Valpico Road/Lammers Road interim improvements if the Subdivider is the first benefitting property to pull its permit and request reimbursement from the fair share payments. If one of the other benefitting properties is first to construct these interim improvements, Subdivider shall satisfy its obligation towards the interim intersection improvements by payment of its fair share of the improvements as identified in the *Tracy Village Fair Share Traffic Study.*

(i) Per Mitigation Measure TR-2, prior to first building permit occupancy (not including model homes), Subdivider shall install a channelized westbound right-turn pocket, a second southbound left-turn pocket, and eastbound right-turn overlap phase signal timing modification. If at the time of first occupancy, the ultimate Transportation Master Plan improvements for Valpico Road and/or Lammers Road have not been constructed, Subdivider shall pay Capital Improvement in-lieu fees in accordance with TMC 12.36.020h for the cost of the ultimate improvements.

c. Valpico Road/Tracy Blvd intersection: Per Mitigation Measure TR-4, prior to issuance of final building permit within Avenues Specific Plan, Subdivider shall provide overlap signal phasing for exclusive right turns at the intersection to the satisfaction of the City Engineer.

d. Corral Hollow Road/Linne Road: Per Mitigation Measure TR-1, At first building permit, Subdivider shall pay impact fees to contribute to City CIP project to add southbound through lane, northbound through lane, and separate westbound right turn lane.

C.5.9 Neighborhood Park

a. The Subdivider shall offer for dedication Parcel "F" for park purposes as required by sub-section 3.2.6.1 of the ESP.

b. The Subdivider shall design and construct the neighborhood park improvements consistent with the City Standards, ESP Park Plans, and Applicable Law.

c. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement Agreement or PIA"), and Improvement Security in the amount and type specified in the ESP. The timing of commencement of the neighborhood park improvements, payment of fees and fee credits shall be in accordance with the ESP, Applicable Law, and Tracy Municipal Code.

C.5.10 Undergrounding of Overhead Utilities

a. Public Utility Easement

All private utility services to serve Project such as electric, telephone and cable TV must be installed underground, and to be installed within dedicated Public Utility Easement (PUE) and at the location as reasonably approved by the respective owner(s) of the utilities.

b. Overhead utilities along the frontage of the project on Valpico Road (with the exception of the high-voltage transmission lines with voltages greater than 34.5 KV) shall be placed in an underground facility in accordance with Tracy Municipal Code.

(i) The project shall comply with all applicable requirements of TMC 7.04.120.

c. 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 Public Utility Easement (PUE). The Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities for the design of these underground utilities and to ensure it can be constructed under the sidewalk or within the PUE.

d. Underground utility conduits may be installed under the sidewalks, and all boxes, structures and related facilities shall be located in the within the PUE.

e. Pavement cuts or utility trench(s) on existing street(s) for the installation of electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street

centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement). Construction details and limits of asphalt concrete overlay shall be shown on the Improvement Plans.

C.5.11 Building Permit - No building permit will be approved by the City until the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.5.12 Payment of the Current Master Plan Fees in accordance with Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council, and in accordance with Applicable Law.

C.5.13 Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, Applicable Law, and these Conditions of Approval.

C.5.14 Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC.

C.5.15 Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC.

C.6. Acceptance of Public Improvements

Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.6.1 Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.6.2 Subdivider has completed the 90-day public landscaping maintenance period.

C.6.3 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.6.4 Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7. Temporary or Final Building Certificate of Occupancy

No Temporary or Final Building Certificate of Occupancy will be issued 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 Condition C.7, above, or the City has agreed to street-by-street acceptance for final building certificate and/or occupancy.

C.7.2 The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, or Applicable Laws, 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 advance 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), which shall be subject to the PICRA.

C.8. Agreements and Improvement Security

C.8.1 Subdivision Improvement Agreement: - Before the City's approval of the 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), post all required improvement security in accordance with improvements shall be subject to the PICRA.

C.8.2 Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Subdivider shall execute a Deferred Improvement Agreement, if applicable, which shall be 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 shall be subject to the PICRA.

C.9. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by the Subdivision Improvement Agreement and the Deferred Improvement Agreement (if necessary) and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.9.2 Labor & Materials (100% of the estimated cost of constructing the public facilities),

C.9.3 Warranty (10% of the estimated cost of constructing the public facilities), and

C.9.4 Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.10. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.10.1 Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

C.10.2 Written request from the Subdivider and a copy of the recorded Notice of Completion.

C.10.3 Monumentation Bond will be released to the Subdivider after City Council's acceptance of the public improvements and all monumentation shown on the Final Map is installed and tagged by a Land Surveyor licensed to practice in the State of California.

C.11. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District for which the public facilities are required in accordance with Applicable Law and these Conditions of Approval.

C.12. Special Conditions

C.12.1 All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with the tentative map, ESP, City Regulations, and City's applicable Design documents if not included in the ESP, or tentative map, including the City's Facilities Master Plan for storm drainage, roadway, wastewater, and water adopted by the City, or as otherwise specifically approved by the City.

C.12.2 Fire turnaround located on Lot 176 as shown on the Tentative Map shall remain until the connections of Summit Drive, Samuel Joseph Way, and either Memory Lane or Street 3 to the reasonable satisfaction of the City Engineer.

C.12.3 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Council finds it necessary due to public health and safety reasons, and it is not in conflict with rights under the ESP or Applicable Law. The

Subdivider shall bear all the advance costs for the inclusion, design, and implementations of such additions and requirements, without any payment from the City. Costs may be applicable to the PICRA as reimbursement or credit. Health and Safety findings shall be made by the City Council under the terms of a review of the Health and Safety related issue, and PICRA reimbursement or credit approval shall be made at the same time by City Council.

C.12.4 Nothing in these Conditions of Approval is intended or may be interpreted to conflict with any of the vested elements and rights granted by the Ellis Development Agreement. In the event of any such conflict, the vested elements and rights granted by the Ellis Development Agreement shall control.

D. Utilities Department Conditions

Contact: Kul Sharma (209) 831-6320 kuldeep.sharma@cityoftracy.org

D.1. Wastewater Treatment. The Developer shall pay Wastewater Master Plan development impact fees for wastewater treatment in effect at that time for all proposed residential units in Avenues Developments not later than the issuance of the first building permit for a single-family residential unit (not counting model homes), or thirty (30) days prior to award of construction contract by the City Council for construction of the next phase of expansion of the City's wastewater Treatment Plant, whichever comes first. A written request for payment of wastewater treatment fees will be made by the City Engineer at least sixty days prior to scheduling the award of construction contract of the next phase of expansion of the Wastewater Treatment plant by the City Council.

D.2. Stormwater Compliance. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Project Stormwater Plan (PSP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual). Prior to the issuance of the grading permit for the project, the PSP shall be reasonably approved by the Utilities Director or his/her designee.

D.3. Stormwater Treatment. Prior to approval of the first Final Map, in compliance with the Manual, either 1) onsite storm water pre-treatment details and supporting calculations for the private lots and street rights-of-way, or 2) design details and supporting calculations for treatment and hydromodification in Detention Basin 3A, shall be submitted for review and approval by the City.

E. Citywide Standard Conditions for Residential five (5) units or more

The following conditions are intended to provide for the funding of City services to the Property.

Contact: Karin Schnaider (209) 831-6841 karin.schnaider@cityoftracy.org

E.1. Streetlights and Street Sweeping

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required by PG&E), by doing one or more of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Prior to approval of the first final map in the Project, Subdivider 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 issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall form a new Community Facilities District named ECFD 2022 - ____, that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. Formation shall be 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, and Subdivider shall be responsible for all costs associated with the CFD proceedings. 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 costs of operation, maintenance, repair, and replacement for the traffic signals, streetlights, and street sweeping on the Property (including all costs required by PG&E);

(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 prior to the final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), setting forth, among other things, the required maintenance, operations, repair, and replacement obligations, the standards of maintenance, operations, repair, and replacement, and all other associated obligation(s) to ensure the long-term operation, maintenance, repair, and replacement by the HOA for the streetlights, and street sweeping on the Property;

(3) Before final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), annex into a CFD described in Condition E.1.a above 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 operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property. 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. Prior to approval of the first final map in the Project, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required by PG&E).

If the provisions for adequate funding of the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required PG&E) are met prior to issuance of the first 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.

E.2. Police & Public Works Services

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of a portion of on-going costs of providing Police and Public Works services for the Property, by doing one of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Prior to approval of the first final map in the Project, Subdivider 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 issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall form a new CFD named ECFD 2022 - ____ that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. Formation shall be 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. Subdivider shall be responsible for all costs associated with the CFD proceedings.

Or

b. Direct funding. Prior to approval of the first final map in the Project, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity a portion of the on-going costs

of providing Police and public safety and Public Works services for the Property.

If the provisions for adequate funding of the on-going costs of providing Police and public safety and Public Works services for the Property are met prior to issuance of the first 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.

E.3. Landscaping Maintenance

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operations, maintenance, repair, and replacement for public landscaping for the Property by doing one or more of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Prior to approval of the first final map in the Project, Subdivider 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 Subdivider shall form a new Community Facilities District (CFD named ECFD 2022 - ____, that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. 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, operations, repair, and replacement costs associated with the adjacent landscape frontage on Valpico Road; (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; (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 Subdivider shall deposit an amount equal to the first year's taxes; and (6) the Subdivider shall be responsible for all costs associated with formation of the CFD.
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, operations, repair, and replacement 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

prior to the final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), setting forth, among other things, the required maintenance, operations, repair and replacement obligations, the standards of maintenance, operations, repair, and replacement, and all other associated obligation(s) to ensure the long-term maintenance, operations, repair, and replacement 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 twenty (20) model homes), annex into a CFD or form a new Improvement Area within the ECFD as described in Condition E.3.a above 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, operations, repair, and replacement. 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. Prior to approval of the first final map in the Project, 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, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full 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, replacement, repair, and replacement costs associated for the adjacent landscape frontage on Valpico Road. 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.

E.4. Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual fair share funding of the on-going costs of operation, maintenance, repair, and replacement for storm drain basin or any other system designed to meet the City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual) for the Property, by doing one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Prior to approval of the first final map in the Project, Subdivider 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 Subdivider shall form a new Community Facilities District

(CFD) named ECFD 2022 - ____ that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. for funding on-going costs of operation, maintenance, repair, and replacement for its fair share of storm drain basin or any other system designed to meet the Manual (2) formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien; (3) upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment; (4) prior to issuance of a building permit, the Subdivider shall deposit an amount equal to the first year's taxes; and (5) the Subdivider shall be responsible for all costs associated with formation of the CFD.

Or

b. Direct funding. Prior to approval of the first final map in the Project, 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, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund its fair share in perpetuity the full on-going costs of operation, maintenance, repair, and replacement for storm drain basin or any other system designed to meet the Manual.

EXHIBIT C
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Michael LaFortune	Woodside 05N, LP	(916)-608-9600
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

Attachment D

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
The Avenues Improvement Plans
Tract 4126

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Woodside 05N, LP, a California Limited Partnership ("**Subdivider**").

Recitals

A. Subdivider is currently the owner of the real property located at south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road ("**Property**"), and more particularly described in Exhibit "**A**", attached and incorporated herein by its reference. ("**Property**"), and more particularly described in Exhibit "**A**", attached and incorporated herein by its reference.

B. On March 29, 2022, the City Council approved a tentative subdivision map known as **Avenues Neighborhood** Application No. **TSM21-0001** by Resolution No. 2022-035 ("**Tentative Map**"). The Tentative Map is on file with the City Clerk and is incorporated here by reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's Subdivision Ordinance, and applicable City Standards.

D. On April 22, 2022, Subdivider has submitted an application to the City for a Final Map ("**Final Map**"), for a portion of the property that is the subject of the Tentative Map. Council approved the Final Map on _____, 2023, and as part of the Conditions of the Final Map, the Subdivider is required to execute this Subdivision Improvement Agreement for on-site and off-site improvements.

E. Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Subdivider and approved by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated here by reference. The term "Plans and Specifications" includes: total sixty-three (63) sheets of improvement plans entitled "*The Avenues Improvement Plans Tracts 3883, 4126, & 4127*" [ENG22-0004], prepared by CBG Civil Engineers, San Ramon, CA approved by City Engineer on April 4, 2023 and total fifty-six (56) sheets of Streetscape plans entitled "Ellis Avenues Streetscape" [ENG22-0005] prepared by GATES + Associates, San Ramon, CA approved by City Engineer on April 4, 2023.

F. Because the required improvements have not been completed, Subdivider 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. Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider's expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Subdivider may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Subdivider's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. 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. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider shall not begin Work before the date specified in the written notice.

2.2. Schedule of Work. Concurrently with the written notice of beginning of Work, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

2.3. Completion of Work. Subdivider shall complete all Work by no later than 365 days after Subdivider's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

2.4. Reversion to Acreage. If Subdivider fails to begin the Work before the date on which completion is due, Subdivider shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Subdivider shall bear the costs of processing and implementing the reversion.

3. Improvement Security. Concurrently with Subdivider's execution of this Agreement, and before beginning any Work, Subdivider shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 et seq.) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1. Faithful Performance security in the amount of **$ 1,941,000** 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 **$ 1,941,000** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3. Warranty security in the amount of **$ 194,100** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council

accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4. Monumentation security in the amount of **$ 3,750** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. Indemnification. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. Insurance. Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval which approval is deemed granted as evidenced by the City's execution of this Agreement.

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

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 but excluding coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Subdivider shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to

the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Subdivider agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

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 Subdivider has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

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

5.6. Endorsements. Subdivider 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 Subdivider's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3. Subdivider shall require its contractors and subcontractors providing services required by this Agreement (e.g., general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Subdivider shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Subdivider shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Subdivider shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9. Insurance Certificate. Subdivider shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10. Substitute Certificates. On or before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. Default.

7.1. Notice. If Subdivider is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Subdivider and Subdivider's surety (if any) describing the default.

7.2. Events of default. Subdivider shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

7.2.1. Subdivider is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2. Subdivider abandons the Project site.

7.2.3. Subdivider fails to perform one or more requirements of this Agreement.

7.2.4. Subdivider fails to replace or repair any damage caused by Subdivider or its agents, representatives, contractors,

subcontractors, or employees in connection with performance of the Work.

7.2.5. Subdivider violates any legal requirement related to the Work.

7.3. If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

7.3.1. Cure the default and charge Subdivider for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2. Demand Subdivider complete performance of the Work.

7.3.3. Demand Subdivider's surety (if any) complete performance of the Work.

8. Ownership of Work. All original documents prepared by Subdivider for this Agreement are the property of the City, and Subdivider shall provide them to the City at the completion of Subdivider's Work, or upon demand from the City.

9. Repair of any Damage. In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. Inspection by the City; Inspection Fees. In order to permit the City to inspect the Work, Subdivider shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Subdivider shall pay all such costs and provide a report directly to the City.

11. Subdivider's Authorized Representative. At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 11.

12. Acceptance of Work. Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. Warranty Period. Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. Notices.

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

To City: City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	To Subdivider: Woodside 05N, LP 111 Woodmere Road, Suite 190 Folsom, CA, 95630 Attn: Michael LaFortune Michael.LaFortune@woodsidehomes.com

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

15. 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.

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

17. 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.

18. Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider's duties be delegated, without the City's prior written consent. 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.

19. 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.

20. Permits, Licenses, and Compliance with Law. Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Legal Description of Property (Recital A.)
B. Conditions of Approval (Recital D.)
C. Subdivider's Authorized Representative Information (Section 11.)

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.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

Nancy D. Young, Mayor

Date: _____

Approved by City Council on _____ by Resolution No. _____.

Attest:

_____

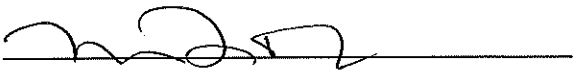
By: Adrianne Richardson, City Clerk

Approved As To Form:

_____

By: Bijal M. Patel, City Attorney

Subdivider



Woodside 05N, LP, a California Limited Partnership

By: WDS GP, Inc.
A California Corporation, General Partner

By: Michael LaFortune
Title: Authorized Agent
Date: 8/28/23

Federal Employer Tax ID No. 26-3036658

CALIFORNIA NOTARY ACKNOWLEDGEMENT (INDIVIDUAL)

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 Sacramento

On August 28 2023 before me, Alexandria Seele, Notary Public (insert name and title of the officer), personally appeared Michael Lafortune, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____. (Seal)

ALEXANDRIA MARIE SEELE
Notary Public · California
Sacramento County
Commission # 2438579
My Comm. Expires Feb 17, 2027

Copyright © 2018 NotaryAcknowledgement.com. All Rights Reserved.

APRIL 14, 2023
JOB NO. 1725-000

EXHIBIT A
LEGAL DESCRIPTION
TRACT NO. 4126, THE AVENUES - PHASE 2
TRACY, CALIFORNIA

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCELS J AND K, AS SAID PARCELS ARE SHOWN ON THAT CERTAIN MAP ENTITLED TRACT NO. 3883, THE AVENUES PHASE 1, FILED IN THE 0FFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY.

END OF DESCRIPTION

RESOLUTION 2022-035

APPROVING A VESTING TENTATIVE SUBDIVISION MAP FOR THE AVENUES NEIGHBORHOOD CONSISTING OF 480 RESIDENTIAL LOTS, A PARK, AND ASSOCIATED ROADS ON APPROXIMATELY 95.83 ACRES, LOCATED SOUTH OF VALPICO ROAD AND APPROXIMATELY 1,500 FEET WEST OF CORRAL HOLLOW ROAD, ASSESSOR'S PARCEL NUMBERS 240-140-49, 240-140-05, 240-700-13, & 240-700-14. THE APPLICANT IS THE SURLAND COMPANIES AND THE PROPERTY OWNER IS GREYSTONE LAND INVESTMENT PARTNERS, LLC. APPLICATION NUMBER TSM21-0001

WHEREAS, In September 2018, the Tracy City Council adopted the Avenues Specific Plan (Ordinance 1262) and approved annexation of the Avenues project (Resolution No. 2018-180) located on an approximately 95-acre site south of Valpico Road and north of the Ellis Specific Plan area, and adopted the Avenues Specific Plan Mitigated Negative Declaration (ASP MND) for the project (Resolution No. 2018-180), and

WHEREAS, In January 2021, LAFCo approved annexation of the Avenues project area into the City of Tracy (LAFCo Resolution No. 1439), and

WHEREAS, In May 2021, at request of The Surland Companies, the Tracy City Council adopted Ordinance 1305 to merge the Avenues Specific Plan and the Ellis Specific Plan into a single specific plan (Ellis Specific Plan), referring to the Avenues project area as the Avenues Neighborhood, and

WHEREAS, The Surland Companies has proposed a Vesting Tentative Subdivision Map for the Avenues Neighborhood to create 480 single-family-home lots, an approximately 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels, and

WHEREAS, The subject property is designated Residential Low by the Tracy General Plan and designated Residential by the Ellis Specific Plan, Avenues Neighborhood Plan, which permits a minimum of 380 and a maximum of 480 residential units, not including accessory dwelling units, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the Residential Low General Plan Designation and with the Ellis Specific Plan, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the General Plan and Title 12, the Subdivision Ordinance, of the Tracy Municipal Code, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the site is physically suitable for the type of development, as the site, once graded, will be virtually flat and the characteristically high clay content of Tracy's soils may require amendments and treatment for proposed landscaping, foundations, and other surface and utility work. The physical qualities of the property make it suitable for residential development in accordance with City standards, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the site is physically suitable for the proposed density of development, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, traffic circulation will comply with City standards for the proposed density to ensure adequate traffic service levels are met, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design and type of the proposed subdivision and associated improvements will promote the public health, safety and welfare, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design of the subdivision and 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, Subject to the satisfaction of the attached conditions of approval, the project will comply 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, subject to the satisfaction of the attached conditions of approval, will meet all applicable City design and improvement standards, and

WHEREAS, Subject to the satisfaction of the conditions of approval, all the public facilities necessary to serve the subdivision will be in place prior to the issuance of building permits. All the public facilities necessary to serve the subdivision or mitigate the impacts created by the subdivision that are not in place prior to approval of a final map will be assured through a subdivision improvement agreement executed prior to the approval of a final map, and

WHEREAS, The subdivision is consistent with the development described in the Avenues Neighborhood chapter of the Ellis Specific Plan, and with the project evaluated in the Avenues Specific Plan Mitigated Negative Declaration (titled "Final Initial Study/Mitigated Negative Declaration Environmental Checklist"), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018 by Resolution 2018-180, and under Government Code Section 65457 and Section 15182 of Title 14 of the California Code of Regulations, the subdivision is exempt from further environmental review under the California Environmental Quality Act, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on March 9, 2022 and recommended by a 3:0 vote that the City Council approve the proposed Vesting Tentative Subdivision Map, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on March 29, 2022;

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 Vesting Tentative Subdivision Map for the Avenues Neighborhood, consisting of 480 residential lots, an approximately 4.39-acre park, and common landscape parcels, roads, and alleys on approximately 95.83 acres, located south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road, Assessor's Parcel Numbers 240-140-49, 240-140-05, 240-700-13, & 240-700-14, Application Number TSM21-0001, subject to the conditions of approval stated in Exhibit 1 attached and made part hereof.

****

The foregoing Resolution 2022-035 was passed and adopted by the Tracy City Council on the 29th day of March 2022, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS: BEDOLLA
ABSENT:	COUNCIL MEMBERS: DAVIS
ABSTAIN:	COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

Exhibit "1"

City of Tracy
Conditions of Approval
Avenues Neighborhood
Application Number TSM21-0001

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Vesting Tentative Subdivision Map for the Avenues neighborhood of the Ellis Specific Plan area to create 480 single-family-home lots, five landscaped parcels, an approximately 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels

The Property: An approximately 95.83-acre site south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road, Assessor's Parcel Numbers 240-140-49, 240-140-05, 240-700-13, & 240-700-14

A.2. Definitions.

a. "Applicable Law" means all State and federal laws applicable to development of the Project, including without limitation the relevant provisions of the California Planning And Zoning Laws, the California Subdivision Map Act, and the California Environmental Quality Act, all City Regulations.

b. "Applicant" means any person, or other legal entity, defined as a "Subdivider."

c. "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.

d. "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, the Ellis Specific Plan, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

e. "Development Services Director" means the Development Services Department 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.

f. "Conditions of Approval" shall mean the conditions of approval applicable to the Project. The Conditions of Approval shall specifically include all Development Services Department conditions set forth herein.

g. "Subdivider" 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.

h. "ESP" means the specific plan (titled "Ellis Specific Plan") approved by the City Council on January 22, 2013 by Resolution 2013-012, and most recently amended on May 4, 2021 by Ordinance 1305.

i. "Avenues MND" means the Mitigated Negative Declaration (titled "Final Initial Study/Mitigated Negative Declaration Environmental Checklist"), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018 by Resolution 2018-180, as adequate and in compliance with the California Environmental Quality Act (CEQA).

A.3. Compliance with submitted plans. Except as otherwise modified herein, all Final Maps shall be in substantial conformance with the vesting tentative subdivision map received by the Development Services Department on December 22, 2021.

A.4. Payment of applicable fees. 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. Compliance with laws. 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 sections21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California AdministrativeCode, title 14, sections 1500, et seq., "CEQA Guidelines").
- the 2019 CBC, 2019 CRC, 2019 CPC, 2019 CMC, 2019 CEC, 2019 CFC, 2019 CEnC, and 2019 CA Green Building Standards Code.

A.6. Compliance with City Regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations, including, but not limited to, the Ellis Specific Plan (ESP), Tracy Municipal Code (TMC), Standard Plans, and the City's Design Goals and Standards.

A.7. 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 commence on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions within this 90- day period, which protest complies with all of the requirements of Government Code Section 66020, 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 Developer.

B. Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@cityoftracy.org

B.1. Mitigation Measures. The Subdivider shall comply with all mitigation measures applicable to the Project in the Avenues MND, which was adopted by the City Council on September 4, 2018 (SCH# 20180702045).

C. Engineering Division Conditions

Contact: Nanda Gottiparthy (925) 251-0100 nanda.gottiparthy@snqassociates.com

C.1. General Conditions

Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows, and Applicable Law:

a. Specific Plan, titled "*Ellis Specific Plan*" ("ESP") approved by the City Council on April 20, 2021, by Resolution 2021-046 and Ordinance 1305, and any subsequent amendments.

b. Mitigated Negative Declaration "*Initial Study/Environmental Checklist Avenues Specific Plan*", certified by the City Council on September 4, 2018, by Resolution 2018-180, as adequate and in compliance with California Environmental Quality Act (CEQA) and Addendum to the Ellis Modified Project Environmental Impact Report and Avenues Specific Plan Mitigated Negative Declaration, dated February 2021, approved by the City Council on April 20, 2021, by Resolution No. 2021-045.

c. *Ellis Program Sub-Basin – Final Storm Drainage Technical Report* dated September 2012, and *Reevaluation of program Storm Drainage Infrastructure* dated August 4, 2015, prepared by Storm Water Consulting, Inc., ("Storm Drainage Technical Report")

d. *Stormwater Quality Review for Avenues Tentative Map* Technical Memorandum dated June 11, 2021, prepared by Wood Rodgers, Inc., ("Storm Drainage Technical Report - Wood Rodgers")

e. *City of Tracy Wastewater System Analysis for Corral Hollow Road and Lammers Road* Technical Report dated September 2017 (Updated January 2018), Ch2M Hill. ("Wastewater Technical Report")

f. *Avenues Tentative Map Review* Technical Memorandum, prepared by Kimley-Horn & Associates, dated April 26, 2021. ("Traffic Memorandum").

g. *Valpico Road Precise Plan,* approved by City Council on December 7, 2021 by Resolution No. 2021-184.

h. *Tracy Village Fair Share Traffic Study*, prepared by Kimley-Horn & Associates, dated December 7, 2020.

C.2. Final Map

No Final Map within the Project boundaries will be approved by the City until the Subdivider demonstrates, to the reasonable 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.2.1 Subdivider has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days 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 means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.2.2 Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, Applicable Law, these Conditions of Approval, the Ellis Specific Plan ("ESP, and in substantial conformance with the Tentative Subdivision Map.

C.2.3 Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and serve the Project described by the Improvement Plans and Final Map, in accordance with these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

a. The Subdivider shall dedicate a 5-foot wide Public Utility Easement (PUE) along the lot frontages within the Property, the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE "bump outs" to accommodate the structures.

b. The Subdivider shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City's review.

c. The Subdivider shall obtain the approval of all applicable public agencies with jurisdiction over the required public facilities.

d. Subdivider shall submit documentation for vacation or abandonment of existing easements that to be abandoned.

C.2.4 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.2.5 Subdivider has submitted a signed and stamped Engineer's Estimate that shows construction cost of subdivision improvements to be dedicated to the City.

C.2.6 Subdivider has submitted a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, for the completion of improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the SIA.

C.2.7 If required, Subdivider shall submit a signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, for the completion of offsite improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the OIA.

C.2.8 Subdivider has paid engineering review fees or deposits including improvement plan checking, final map review, agreement processing, and all other deposits, or fees required by these Conditions of Approval and in accordance with Applicable Law.

C.2.9 Subdivider has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.

C.2.10 Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes.

C.2.11 Subdivider, in accordance with the terms of the ESP including Section 3.3.2, shall be required to submit a signed and notarized Park Improvement Agreement (PIA) and Improvement Security, for the construction of the neighborhood park improvements. The form and amount of Improvement Security shall be in accordance with ESP, and the PIA. Neighborhood Park will be eligible for fee credits in accordance with Title 13 of the Tracy Municipal Code.

C.2.12 Subdivider has submitted signed and stamped Improvement Plans.

C.3. Grading Permit

The City will accept a grading permit application for the Project prior to the Final Map being approved by the City Council, if the Subdivider has provided all relevant documents related to said grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, and in accordance with the ESP, including, but not limited to, the following:

C.3.1 Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure at least two plan reviews (for the design of on-

site sewer improvements.)

C.3.2 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. Subdivider 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. Subdivider 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.3.3 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 and Geotechnical Engineer.

a. Subdivider shall obtain all applicable signatures by City departments and Subdivider for outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Marshal prior to Subdivider submitting the mylars to Engineering Division for City Engineer's approval.

b. Subdivider shall obtain all applicable Permit(s), agreement(s) and approval of other public agencies that has jurisdiction over the required public facilities, if applicable.

C.3.4 Payment of applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.3.5 Prior to the issuance of the Grading Permit, Subdivider 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.

a. 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.

b. 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.

c. Subdivider shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs), applicable provisions of the ESP, and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent applicable amendment(s).

C.3.6 Subdivider shall submit a PDF copy of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical 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, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level. The Geotech Report shall be peer reviewed by the City's consultant. Subdivider shall pay for the cost of the review.

C.3.7 Subdivider 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.3.8 Subdivider 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) as required in Mitigation Measure AQ-1 of the IS Mitigation Monitoring and Reporting Program.

C.3.9 Prior to the issuance of the Grading Permit, Subdivider shall submit 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 Measure AQ-3 of the IS Mitigation Monitoring and Reporting Program.

C.3.10 Subdivider 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 Subdivider will design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the affected agency and the City. If applicable, 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 Subdivider.

C.3.11 If at any point during grading that the Subdivider, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Subdivider 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.4. Encroachment Permit

Applications for encroachment permit may be accepted by the City as complete prior to the Final Map being approved by the City Council if the Subdivider provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 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, and the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Subdivider 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 Engineer, Traffic Engineer, Electrical Engineer, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature.

C.4.2 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3 Traffic Control Plan, if necessary, shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.4 South San Joaquin County Fire Authority (SSJCFA) Fire Marshal's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

C.4.5 If necessary, signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of off-site 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), the ESP, and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.4.6 Check or wire payment for the applicable of engineering review deposits or fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable costs as required by these Conditions of Approval. The engineering review deposit or fees will be calculated based on the fee rate adopted by the City Council on June 16, 2020, per Resolution 2020-110, or in accordance with the fees in effect at the time that fees are due

C.5. Improvement Plans

Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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 Engineer, Traffic Engineer if applicable, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

The Improvement Plans, including the Grading and Drainage Plans, shall be prepared in accordance with the ESP and the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the ESP and the City Design Documents, and these Conditions of Approval.

The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

The Subdivider shall obtain all applicable signatures by City departments and the Subdivider from outside agencies (where applicable) on the mylar including signatures by the Fire Marshal, prior to the Subdivider submitting the mylars to Engineering Division for City Engineer's approval.

C.5.1 The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. All improvement plans shall contain a note stating that the Subdivider (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

d. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.2 Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. Minor Retaining – Subdivider 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. Subdivider will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Subdivider 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 a California licensed 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.

e. Minor Retaining along Project Perimeter – Subdivider 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. Subdivider will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Subdivider 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.

f. 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.

g. Slope easements will be recorded, prior to the issuance of the Grading Permit. The Subdivider 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.

h. Walls - Subdivider shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Subdivider 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.

i. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, 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 improvements, if required, to the reasonable satisfaction of the City.

C.5.3 Storm Drainage

a. As shown in the SDMP, onsite storm drainage runoff from the Avenues subdivision will discharge into the future Detention Basin 3A located north of Valpico Road.

(i) Prior to issuance of grading permit, Subdivider shall demonstrate to the satisfaction of the City Engineer that retention of 200% of the 10-year 48-hour storm is available onsite with no excess runoff crossing any property lines of adjacent parcels or Valpico Road right-of-way.

(ii) Prior to issuance of first building permit, design and construction of the Detention Basin 3A basin shall be completed.

(iii) The Project shall provide onsite Low Impact Development and Storm Water Quality bioretention treatment (or equivalent treatment) per the current requirements of the Phase II NPDES Permit. Hydromodification requirements will be satisfied in Detention Basin 3A. Treatment requirements may be satisfied in Detention Basin 3A, if calculations are provided demonstrating to the satisfaction of the City Engineer that alternative stormwater treatment will comply with all of the requirements of the Multi-agency Post-construction Stormwater Treatment Manual,

(iv) If it is determined that stormwater treatment can be provided in Detention Basin 3A, Subdivider shall be obligated to pay its fair share of estimated cost of the stormwater quality treatment in the basin as determined by a study to be funded by Subdivider and completed by the City.

b. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage piping system.

c. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be reasonably approved by the City Engineer.

d. If it is determined that treatment cannot occur within Basin 3A, prior to approval of the Final Map, onsite storm water treatment details and supporting calculations for the private lots and street rights-of-way in compliance with the *Manual* shall be submitted for review and approval by the City.

C.5.4 Sanitary Sewer

a. Sanitary Sewer Facilities: In order to serve the Avenues Project, a gravity sewer will need to be installed in Valpico Road from Summit Drive to Corral Hollow Road. This sewer line shall be installed in accordance with Section

3.3.5 Fire Station Funding and Infrastructure Construction of the ESP. This sewer line is not a program improvement; hence Subdivider is currently not eligible to receive fee credits or reimbursements for this improvement. If it becomes a program improvement, Subdivider may be eligible for either fee credits or reimbursements, in accordance with Title 13 of the Tracy Municipal Code. Subdivider has requested formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code. Eligible users of the line shall include the ESP (as may be amended) property and property otherwise identified by the City and included in the benefit district.

b. Based on the projected sewer demand from approved projects within the Coral Hollow sewer contributory area, the Phase 2 of the Choke Points Improvements for Corral Hollow Road Sewer as identified in the Wastewater Master Plan ("Phase 2 Choke Points Improvements") will be required to serve the Project. To facilitate and ensure timely construction of the Phase 2 Choke Points Improvements, Subdivider will pre-pay all Sanitary Sewer Conveyance Impact Fees for all of the residential units in the Project not later than the issuance of the first building permit for a residential unit in the Project (excluding up to 20 model homes).

c. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations, and utility improvement plans approved by the City Engineer.

C.5.5 Water System.

a. Water Distribution System.

City's Consultant, West Yost Associates will review the water distribution system proposed in the Final Map for conformance with Applicable Law and shall prepare memorandum with recommendations ("Water Memorandum").

Potable water line sizing, looping requirements and layout shall comply with recommendations of the Water Memorandum in accordance with Applicable Law.

b. Recycled Water Line: On-site Recycled Water mains are required to serve The Avenues. As part of the on-site improvements for the Project, the Subdivider shall extend an 8-inch Recycled Water main along Summit Drive from the south subdivision boundary with Ellis Phase 1 to the proposed 30" Master Plan Recycled Water Main at Valpico Road.

c. Fire Service Line: The Subdivider shall design and install fire hydrants in accordance with Applicable Law at locations approved by the SSJCFA Fire Marshal. Before the approval of the plans, the Subdivider shall obtain written approval from the Fire Marshal.

(i) During the construction phases 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 ESP, Applicable Law, and Fire Marshal.

d. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of any offsite water mains.

e. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations, Applicable Law, and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

C.5.6 Valpico Road Frontage Street Improvements

Currently, Valpico Road is a two-lane rural arterial. The TMP identifies Valpico Road as a four-lane arterial road during the horizon year. The ultimate improvements for Valpico Road shall comply with the City of Tracy Transportation Master Plan and the City of Tracy Design Standards.

Subdivider shall design and construct improvements on Valpico Road in accordance with the timelines identified in the Traffic Memorandum. Subdivider shall widen existing Valpico Road to the south to accommodate new eastbound right turn lane and westbound left turn lane.

a. **Option 1 – Valpico Road Interim Improvements:** Valpico Road Improvements shall be designed and constructed by the Subdivider to meet the requirements of the latest edition of the California Department of Transportation Highway Design Manual, the California Manual of Uniform Traffic Control Devices (MUTCD), applicable City Design Standards, and these Conditions of Approval. The Subdivider shall design and construct interim improvements for Valpico Road, in accordance with the ESP, and Tentative Map, which may include widening of Valpico Road at the Summit Drive intersection to provide one travel lane in each direction plus a left turn median lane and a right turn deceleration lane with transitions to provide safe transitions to the two lane Valpico road west and east of the project limits as shown on the Tentative Map. Other frontage improvements may include but not limited to asphalt concrete pavement, landscape planter, a multi-use path, landscape setback planting area, fire hydrants, landscaping with automatic irrigation system (Motorola Controller), pavement marking and striping, street lights, asphalt concrete overlay (where required), pavement transitions and other street and utility improvements that are required to serve the Project in

conformance with the Tentative Map and based on the applicable phasing plans as reasonably approved by the City Engineer.

(i) Per Figure 5.1 of Tracy Transportation Master Plan, the outside lane, right turn lane, Class 1 Bikeway, and all landscape improvements behind the curb on Valpico Road are fronting property owner's obligation.

(ii) Construction of interim roadway improvements on Valpico Road may not be eligible for fee credit or reimbursement if the improvements are required to be removed or reconstructed as part of program improvements for Valpico Road per the TMP. A Deferred Improvement Agreement will be required for removal of interim improvements and construction of ultimate Valpico Road improvements. Alternatively, the Subdivider may pay to the City the estimated cost of removal of interim improvements and cost of future improvements, (including escalation for inflationary adjustment per ENR Construction Cost Index) as determined by the City.

(iii) Right-of Way Dedication. The Subdivider shall dedicate 17.5' of ROW along the property frontage of Valpico Road, in accordance with the Tentative Map.

(iv) The landscape improvements within the Landscape Setback area shall be constructed at the time of the adjacent interim improvements on Valpico Road. The Ellis Property Owners Association (EPOA) shall be responsible for maintenance of the landscape and associated irrigation improvements within the Landscape Setback area in accordance with the Ellis Specific Plan and Ellis Maintenance Agreement between the City of Tracy and EPOA.

b. **Option 2 – Valpico Road Partial Ultimate Improvements:** Subdivider shall construct partial ultimate Valpico Road improvements. Partial ultimate improvements will include roadway improvements on Valpico Road to accommodate one eastbound right turn lane, one eastbound through lane, one westbound left turn lane and one westbound through lane, median, frontage curb and gutter, landscape strip, Class I multi-use trail and relocation / undergrounding of existing overhead lines on the north side of Valpico Road, and transitions.

(i) Per Figure 5.1 of Tracy TMP, the traffic impact fee program covers costs of improvements for the median and inside travel lanes on Valpico Road; frontage (outside) lane, right turn lane, Class I bikeway, and all landscape improvements behind the curb on Valpico Road are Subdivider's obligation. If Subdivider elects to construct Valpico Road partial ultimate program improvements, Subdivider will be eligible for fee credits and reimbursements for program improvements and for right-of-way acquisition and dedication of right-of-way on the north side of Valpico Road.

(ii) Right-of Way Dedication. The Subdivider shall dedicate 17.5' of ROW along the property frontage of Valpico Road, in accordance with the Tentative Map. Acquisition of right-of-way on the north side of Valpico Road is required to construct improvements to serve the project when Summit Drive is extended to connect to Valpico Road. Subdivider shall acquire and dedicate 17' of right-of-way on north side of Valpico Road. If the Subdivider is unable to acquire the required right-of-way on the north side of Valpico Road, the Subdivider may request City's assistance to acquire the right-of-way.

(iii) Subdivider shall relocate or underground existing overhead utilities on the north side of Valpico Road as required to construct the Partial Ultimate Improvements.

(iv) Valpico Road improvements shall be designed and constructed by the Subdivider to meet the requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), applicable City Design Standards and these Conditions of Approval, prior to the final inspection of the first building to be constructed on the Property.

c. **Traffic Signal at Valpico Road/Summit Drive.** The Summit Drive/Valpico Road intersection shall be Side Street Stop Controlled until an interim traffic signal is warranted due to traffic volumes or safety considerations as set forth herein.

(i) Subdivider shall fund a Signal Warrant Analysis not later than thirty (30) days following a written demand from City to determine whether an interim traffic signal is warranted due to traffic volumes and/or safety considerations. If an interim traffic signal is warranted, Subdivider shall complete the installation of the interim Traffic Signal equipment, at Subdivider's sole expense, prior to the issuance of the fiftieth (50^{th}) building permit for a single-family residential unit (not including model homes) following the completion of the Signal Warrant Analysis. Subdivider may request formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code for reimbursement of interim traffic signal costs in excess of Developer's fair share, in accordance with City's procedures.

(ii) Per Mitigation Measure TR-3, when Valpico Road is widened to four lanes, the Subdivider shall design and install a traffic signal to the satisfaction of the City Engineer. At the time of approval of the first final map, if Valpico Road is not widened to four lanes, Subdivider shall pay Capital Improvement in-lieu fees in accordance with TMC 12.36.020h for the cost of the Summit Drive/Valpico Road Traffic Signal per Mitigation Measure TR-3. Subdivider may request formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code for reimbursement of costs in excess of Developer's fair share, in accordance with City's procedures.

d. **Valpico Road/Summit Drive Ultimate Intersection Improvements.** Subdivider shall deposit with City the full amount, as reasonably estimated by the City Engineer, of the costs to design, acquire all required right-of-way, and construct the ultimate intersection improvements. Upon such deposit, Subdivider shall have no further responsibility for the ultimate Valpico Road/Summit Drive intersection improvements as described in the City's TMP.

(i) As an alternative to Conditions C.5.6.c and d above, Subdivider may submit a written election to City for Subdivider to design, acquire all required right-of-way, and construct the ultimate intersection improvements for the Valpico Road/Summit Drive intersection, according to designs and on a schedule approved by the City. Such written election will be subject to approval of the City Engineer based on the City Engineer's reasonable determination that Subdivider can complete the ultimate intersection improvements in accordance with the City's schedule and standards and that such completion will remove the need for the interim traffic signal required by Condition C.5.6.c. Subdivider's written election under this Condition C.5.6.d.(i) shall be provided to City not later than January 1, 2023.

C.5.7 Subdivision Roadway Improvements

The Subdivider shall dedicate all rights-of-way that are necessary to construct Summit Drive, Street 1, Street 2, Street 3, Street 4, Street 5, Street 6, Street 7, Street 8, Street 9, Street 10, Street 11, Street 12, Street 13, Street 14, Street 15, Street 16, Lane 1, Lane 2, Lane 3, Lane 4, Lane 5, Memory Lane, Samuel Joseph Way, and all the in-tract streets based on their respective cross sections as shown on the Tentative Map.

a. 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 (Motorola), 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 be consistent with City Standards, unless specifically modified in the ESP, Tentative Map, and Applicable Law, and shall be shown on the Improvement Plans.

b. Street 5 intersection at Summit Drive will be cut off with sidewalk, turf block planting, collapsible bollards, and other details per Kimley-Horn's recommendations.

c. Design and construction details for the lanes and alley approaches shall be as shown on the Tentative Map. The landscape planters within the lanes and alley shall be irrigated from public water meter.

d. The raised median island curb for the Summit Drive entry section shall be designed in accordance with the Tentative Map.

e. As recommended in *Traffic Analysis,* Alleys shall be signed for One-Way Traffic: Lane 1 should allow northbound traffic only, and Lane 2, Lane 3, Lane 4, and Lane 5 should allow southbound traffic.

C.5.8 Offsite Improvements

The Subdivider shall comply with the following offsite traffic mitigations:

a. Lammers Road/Old Schulte Road intersection: Prior to issuance of first building permit, Subdivider shall install eastbound right turn overlap phase and re-time the intersection to optimize cycle lengths and splits.

b. Lammers Road/Valpico Road intersection:

(i) Per recommendation of *Tracy Village Fair Share Traffic Study*, prior to first building permit, Subdivider shall add a separate westbound right-turn lane and shared westbound left turn/through lane. Westbound right turn phase to be overlapped with southbound left turn phase. Subdivider shall install the Valpico Road/Lammers Road interim improvements if the Subdivider is the first benefitting property to pull its permit and request reimbursement from the fair share payments. If one of the other benefitting properties is first to construct these interim improvements, Subdivider shall satisfy its obligation towards the interim intersection improvements by payment of its fair share of the improvements as identified in the *Tracy Village Fair Share Traffic Study*.

(i) Per Mitigation Measure TR-2, prior to first building permit occupancy (not including model homes), Subdivider shall install a channelized westbound right-turn pocket, a second southbound left-turn pocket, and eastbound right-turn overlap phase signal timing modification. If at the time of first occupancy, the ultimate Transportation Master Plan improvements for Valpico Road and/or Lammers Road have not been constructed, Subdivider shall pay Capital Improvement in-lieu fees in accordance with TMC 12.36.020h for the cost of the ultimate improvements.

c. Valpico Road/Tracy Blvd intersection: Per Mitigation Measure TR-4, prior to issuance of final building permit within Avenues Specific Plan, Subdivider shall provide overlap signal phasing for exclusive right turns at the intersection to the satisfaction of the City Engineer.

d. Corral Hollow Road/Linne Road: Per Mitigation Measure TR-1, At first building permit, Subdivider shall pay impact fees to contribute to City CIP project to add southbound through lane, northbound through lane, and separate westbound right turn lane.

C.5.9 Neighborhood Park

a. The Subdivider shall offer for dedication Parcel "F" for park purposes as required by sub-section 3.2.6.1 of the ESP.

b. The Subdivider shall design and construct the neighborhood park improvements consistent with the City Standards, ESP Park Plans, and Applicable Law.

c. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement Agreement or PIA"), and Improvement Security in the amount and type specified in the ESP. The timing of commencement of the neighborhood park improvements, payment of fees and fee credits shall be in accordance with the ESP, Applicable Law, and Tracy Municipal Code.

C.5.10 Undergrounding of Overhead Utilities

a. Public Utility Easement

All private utility services to serve Project such as electric, telephone and cable TV must be installed underground, and to be installed within dedicated Public Utility Easement (PUE) and at the location as reasonably approved by the respective owner(s) of the utilities.

b. Overhead utilities along the frontage of the project on Valpico Road (with the exception of the high-voltage transmission lines with voltages greater than 34.5 KV) shall be placed in an underground facility in accordance with Tracy Municipal Code.

(i) The project shall comply with all applicable requirements of TMC 7.04.120.

c. 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 Public Utility Easement (PUE). The Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities for the design of these underground utilities and to ensure it can be constructed under the sidewalk or within the PUE.

d. Underground utility conduits may be installed under the sidewalks, and all boxes, structures and related facilities shall be located in the within the PUE.

e. Pavement cuts or utility trench(s) on existing street(s) for the installation of electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street

centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement). Construction details and limits of asphalt concrete overlay shall be shown on the Improvement Plans.

C.5.11 Building Permit - No building permit will be approved by the City until the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.5.12 Payment of the Current Master Plan Fees in accordance with Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council, and in accordance with Applicable Law.

C.5.13 Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, Applicable Law, and these Conditions of Approval.

C.5.14 Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC.

C.5.15 Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC.

C.6. Acceptance of Public Improvements

Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.6.1 Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.6.2 Subdivider has completed the 90-day public landscaping maintenance period.

C.6.3 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.6.4 Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7. Temporary or Final Building Certificate of Occupancy

No Temporary or Final Building Certificate of Occupancy will be issued 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 Condition C.7, above, or the City has agreed to street-by-street acceptance for final building certificate and/or occupancy.

C.7.2 The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, or Applicable Laws, 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 advance 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), which shall be subject to the PICRA.

C.8. Agreements and Improvement Security

C.8.1 Subdivision Improvement Agreement: - Before the City's approval of the 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), post all required improvement security in accordance with improvements shall be subject to the PICRA.

C.8.2 Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Subdivider shall execute a Deferred Improvement Agreement, if applicable, which shall be 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 shall be subject to the PICRA.

C.9. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by the Subdivision Improvement Agreement and the Deferred Improvement Agreement (if necessary) and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.9.2 Labor & Materials (100% of the estimated cost of constructing the public facilities),

C.9.3 Warranty (10% of the estimated cost of constructing the public facilities), and

C.9.4 Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.10. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.10.1 Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

C.10.2 Written request from the Subdivider and a copy of the recorded Notice of Completion.

C.10.3 Monumentation Bond will be released to the Subdivider after City Council's acceptance of the public improvements and all monumentation shown on the Final Map is installed and tagged by a Land Surveyor licensed to practice in the State of California.

C.11. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District for which the public facilities are required in accordance with Applicable Law and these Conditions of Approval.

C.12. Special Conditions

C.12.1 All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with the tentative map, ESP, City Regulations, and City's applicable Design documents if not included in the ESP, or tentative map, including the City's Facilities Master Plan for storm drainage, roadway, wastewater, and water adopted by the City, or as otherwise specifically approved by the City.

C.12.2 Fire turnaround located on Lot 176 as shown on the Tentative Map shall remain until the connections of Summit Drive, Samuel Joseph Way, and either Memory Lane or Street 3 to the reasonable satisfaction of the City Engineer.

C.12.3 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Council finds it necessary due to public health and safety reasons, and it is not in conflict with rights under the ESP or Applicable Law. The

Subdivider shall bear all the advance costs for the inclusion, design, and implementations of such additions and requirements, without any payment from the City. Costs may be applicable to the PICRA as reimbursement or credit. Health and Safety findings shall be made by the City Council under the terms of a review of the Health and Safety related issue, and PICRA reimbursement or credit approval shall be made at the same time by City Council.

C.12.4 Nothing in these Conditions of Approval is intended or may be interpreted to conflict with any of the vested elements and rights granted by the Ellis Development Agreement. In the event of any such conflict, the vested elements and rights granted by the Ellis Development Agreement shall control.

D. Utilities Department Conditions

Contact: Kul Sharma (209) 831-6320 kuldeep.sharma@cityoftracy.org

D.1. Wastewater Treatment. The Developer shall pay Wastewater Master Plan development impact fees for wastewater treatment in effect at that time for all proposed residential units in Avenues Developments not later than the issuance of the first building permit for a single-family residential unit (not counting model homes), or thirty (30) days prior to award of construction contract by the City Council for construction of the next phase of expansion of the City's wastewater Treatment Plant, whichever comes first. A written request for payment of wastewater treatment fees will be made by the City Engineer at least sixty days prior to scheduling the award of construction contract of the next phase of expansion of the Wastewater Treatment plant by the City Council.

D.2. Stormwater Compliance. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Project Stormwater Plan (PSP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual). Prior to the issuance of the grading permit for the project, the PSP shall be reasonably approved by the Utilities Director or his/her designee.

D.3. Stormwater Treatment. Prior to approval of the first Final Map, in compliance with the Manual, either 1) onsite storm water pre-treatment details and supporting calculations for the private lots and street rights-of-way, or 2) design details and supporting calculations for treatment and hydromodification in Detention Basin 3A, shall be submitted for review and approval by the City.

E. Citywide Standard Conditions for Residential five (5) units or more

The following conditions are intended to provide for the funding of City services to the Property.

Contact: Karin Schnaider (209) 831-6841 karin.schnaider@cityoftracy.org

E.1. Streetlights and Street Sweeping

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required by PG&E), by doing one or more of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Prior to approval of the first final map in the Project, Subdivider 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 issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall form a new Community Facilities District named ECFD 2022 - ____, that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. Formation shall be 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, and Subdivider shall be responsible for all costs associated with the CFD proceedings. 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 costs of operation, maintenance, repair, and replacement for the traffic signals, streetlights, and street sweeping on the Property (including all costs required by PG&E);

(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 prior to the final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), setting forth, among other things, the required maintenance, operations, repair, and replacement obligations, the standards of maintenance, operations, repair, and replacement, and all other associated obligation(s) to ensure the long-term operation, maintenance, repair, and replacement by the HOA for the streetlights, and street sweeping on the Property;

(3) Before final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), annex into a CFD described in Condition E.1.a above 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 operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property. 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. Prior to approval of the first final map in the Project, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required by PG&E).

If the provisions for adequate funding of the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required PG&E) are met prior to issuance of the first 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.

E.2. Police & Public Works Services

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of a portion of on-going costs of providing Police and Public Works services for the Property, by doing one of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Prior to approval of the first final map in the Project, Subdivider 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 issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall form a new CFD named ECFD 2022 - ____ that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. Formation shall be 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. Subdivider shall be responsible for all costs associated with the CFD proceedings.

Or

b. Direct funding. Prior to approval of the first final map in the Project, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity a portion of the on-going costs

of providing Police and public safety and Public Works services for the Property.

If the provisions for adequate funding of the on-going costs of providing Police and public safety and Public Works services for the Property are met prior to issuance of the first 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.

E.3. Landscaping Maintenance

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operations, maintenance, repair, and replacement for public landscaping for the Property by doing one or more of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Prior to approval of the first final map in the Project, Subdivider 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 Subdivider shall form a new Community Facilities District (CFD named ECFD 2022 - ____, that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. 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, operations, repair, and replacement costs associated with the adjacent landscape frontage on Valpico Road; (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; (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 Subdivider shall deposit an amount equal to the first year's taxes; and (6) the Subdivider shall be responsible for all costs associated with formation of the CFD.
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, operations, repair, and replacement 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

prior to the final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), setting forth, among other things, the required maintenance, operations, repair and replacement obligations, the standards of maintenance, operations, repair, and replacement, and all other associated obligation(s) to ensure the long-term maintenance, operations, repair, and replacement 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 twenty (20) model homes), annex into a CFD or form a new Improvement Area within the ECFD as described in Condition E.3.a above 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, operations, repair, and replacement. 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. Prior to approval of the first final map in the Project, 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, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full 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, replacement, repair, and replacement costs associated for the adjacent landscape frontage on Valpico Road. 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.

E.4. Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual fair share funding of the on-going costs of operation, maintenance, repair, and replacement for storm drain basin or any other system designed to meet the City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual) for the Property, by doing one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Prior to approval of the first final map in the Project, Subdivider 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 Subdivider shall form a new Community Facilities District

(CFD) named ECFD 2022 - ____ that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. for funding on-going costs of operation, maintenance, repair, and replacement for its fair share of storm drain basin or any other system designed to meet the Manual (2) formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien; (3) upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment; (4) prior to issuance of a building permit, the Subdivider shall deposit an amount equal to the first year's taxes; and (5) the Subdivider shall be responsible for all costs associated with formation of the CFD.

Or

b. Direct funding. Prior to approval of the first final map in the Project, 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, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund its fair share in perpetuity the full on-going costs of operation, maintenance, repair, and replacement for storm drain basin or any other system designed to meet the Manual.

EXHIBIT C
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Michael LaFortune	Woodside 05N, LP	(916)-608-9600
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attn: Adrianne Richardson

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

City of Tracy
SUBDIVISION IMPROVEMENT AGREEMENT
The Avenues Improvement Plans
Tract 4127

This **Subdivision Improvement Agreement** ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Woodside 05N, LP, a California Limited Partnership ("**Subdivider**").

Recitals

A. Subdivider is currently the owner of the real property located at south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road ("**Property**"), and more particularly described in Exhibit "**A**", attached and incorporated herein by its reference. ("**Property**"), and more particularly described in Exhibit "**A**", attached and incorporated herein by its reference.

B. On March 29, 2022, the City Council approved a tentative subdivision map known as **Avenues Neighborhood** Application No. **TSM21-0001** by Resolution No. 2022-035 ("**Tentative Map**"). The Tentative Map is on file with the City Clerk and is incorporated here by reference.

C. The Tentative Map approval was subject to certain conditions of approval ("**Conditions**"). The Conditions are attached here as Exhibit "**B**" and incorporated by reference. Among other things, the Conditions describe improvements that are required for approval of a final map under the Subdivision Map Act, the City's Subdivision Ordinance, and applicable City Standards.

D. On April 22, 2022, Subdivider has submitted an application to the City for a Final Map (**"Final Map"**), for a portion of the property that is the subject of the Tentative Map. Council approved the Final Map on _____, 2023, and as part of the Conditions of the Final Map, the Subdivider is required to execute this Subdivision Improvement Agreement for on-site and off-site improvements.

E. Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of Subdivider and approved by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Map. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated here by reference. The term "Plans and Specifications" includes: total sixty-three (63) sheets of improvement plans entitled "*The Avenues Improvement Plans Tracts 3883, 4126, & 4127*" [ENG22-0004], prepared by CBG Civil Engineers, San Ramon, CA approved by City Engineer on April 4, 2023 and total fifty-six (56) sheets of Streetscape plans entitled "Ellis Avenues Streetscape" [ENG22-0005] prepared by GATES + Associates, San Ramon, CA approved by City Engineer on April 4, 2023.

F. Because the required improvements have not been completed, Subdivider 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. Subdivider shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions ("Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider's expense, in the manner described in the Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Subdivider may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Subdivider (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Subdivider's expense.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. 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. Subdivider 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 fifteen (15) days before the beginning of Work, Subdivider shall provide written notice to the City Engineer of the date on which Subdivider will begin Work. Subdivider shall not begin Work until after the notice required by this section is properly provided, and Subdivider shall not begin Work before the date specified in the written notice.

2.2. Schedule of Work. Concurrently with the written notice of beginning of Work, Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

2.3. Completion of Work. Subdivider shall complete all Work by no later than 365 days after Subdivider's submittal of its notice of commencement of Work pursuant to Section 2.1 above. If the Work is not completed by this date, City Engineer may grant an extension of time if (a) Subdivider submits a written request for extension at least ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) Subdivider pays all processing fees for such time extension.

2.4. Reversion to Acreage. If Subdivider fails to begin the Work before the date on which completion is due, Subdivider shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and Subdivider shall bear the costs of processing and implementing the reversion.

3. Improvement Security. Concurrently with Subdivider's execution of this Agreement, and before beginning any Work, Subdivider shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code sections 66499 et seq.) and Tracy Municipal Code section 12.36.080, in the following amounts:

3.1. Faithful Performance security in the amount of $ **1,111,000** 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 $ **1,111,000** to secure payment by Subdivider to laborers and materialmen under Government Code sections 66499.2, 66499.3, and 66499.4.

3.3. Warranty security in the amount of $ **111,100** 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 **$ 2,250** to secure faithful performance of setting monuments pursuant to Government Code section 66496.

4. Indemnification. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 13, 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, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. Insurance. Concurrently with the execution of this Agreement by Subdivider, and before beginning any Work, Subdivider shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval which approval is deemed granted as evidenced by the City's execution of this Agreement.

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

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, but excluding coverage for explosion, collapse, and underground property hazards.

5.3. Professional Contracts. Subdivider shall cause its design professionals to maintain professional liability insurance that insures against professional errors and omissions that may be made in performing services related to

the Work to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Subdivider agrees to cause its design professionals to maintain continuous coverage through a period no less than three years after completion of the services required pursuant to this Agreement.

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 Subdivider has no employees, or does not own automobiles, then "hired autos" and "non-owned autos" coverage shall be maintained in an amount not less than $1,000,000 per accident for bodily injury and property damage.

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

5.6. Endorsements. Subdivider 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 Subdivider's Commercial General Liability policy utilizing endorsement form CG 20 10 (or its equivalent) for ongoing operations and CG 20 37 (or its equivalent) for products/completed operations.

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

5.6.3. Subdivider shall require its contractors and subcontractors providing services required by this Agreement (e.g. general contractors, design professionals) to name it and the City as Additional Insureds.

5.7. Notice of Cancellation. Subdivider shall notify the City of any cancellation of either the commercial general liability policy or automobile insurance policy before the expiration date. For the purpose of this notice requirement, any material change in the policy before the expiration shall be considered a cancellation. Subdivider shall immediately obtain a replacement policy.

5.8. Authorized Insurers. All insurance companies providing coverage to Subdivider shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, with an AM Best rating of at least A-VII.

5.9. Insurance Certificate. Subdivider shall provide evidence of compliance with the commercial general liability insurance and automobile insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City Attorney before the City executes this Agreement.

5.10. Substitute Certificates. On or before the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

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

7. Default.

7.1. Notice. If Subdivider is in default of this Agreement, as defined in Section 7.2, the City Engineer shall provide written notice to Subdivider and Subdivider's surety (if any) describing the default.

7.2. Events of default. Subdivider shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

7.2.1. Subdivider is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

7.2.2. Subdivider abandons the Project site.

7.2.3. Subdivider fails to perform one or more requirements of this Agreement.

7.2.4. Subdivider fails to replace or repair any damage caused by Subdivider or its agents, representatives, contractors,

subcontractors, or employees in connection with performance of the Work.

7.2.5. Subdivider violates any legal requirement related to the Work.

7.3. If Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

7.3.1. Cure the default and charge Subdivider for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.

7.3.2. Demand Subdivider complete performance of the Work.

7.3.3. Demand Subdivider's surety (if any) complete performance of the Work.

8. Ownership of Work. All original documents prepared by Subdivider for this Agreement are the property of the City, and Subdivider shall provide them to the City at the completion of Subdivider's Work, or upon demand from the City.

9. Repair of any Damage. In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. Inspection by the City; Inspection Fees. In order to permit the City to inspect the Work, Subdivider shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops where portions of the Work are in preparation.

Concurrently with Subdivider's execution of this Agreement and before the beginning of any Work, Subdivider shall pay the City Inspection Fees in the amount of 3.5% of the estimated Project costs (as approved by the City Engineer). If the City requires an independent inspection, Subdivider shall pay all such costs and provide a report directly to the City.

11. Subdivider's Authorized Representative. At all times during the progress of the Work, Subdivider shall have a competent foreperson or superintendent (Superintendent) on site with authority to act on behalf of Subdivider. Subdivider shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of: (a) the Superintendent; and (b) all contractors and subcontractors performing the Work. Exhibit "C" attached hereto includes the initial contact information referenced in this Section 11.

12. Acceptance of Work. Before the City Council's acceptance of the Work, Subdivider is solely responsible for maintaining the quality of the Work and maintaining safety at the Project site. Subdivider's obligation to perform the Work is not satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

13. Warranty Period. Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. If during the one-year warranty period any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Subdivider under this Agreement, Subdivider shall be in default of this Agreement and shall without delay and without any cost to City repair, replace, or reconstruct any defective improvements.

14. Notices.

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

To City: City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org With a copy to: City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org	To Subdivider: Woodside 05N, LP 111 Woodmere Road, Suite 190 Folsom, CA, 95630 Attn: Michael LaFortune Michael.LaFortune@woodsidehomes.com

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

15. 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.

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

17. 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.

18. Assignment and Delegation. This Agreement and any portion of it may not be assigned or transferred, nor shall any of Subdivider's duties be delegated, without the City's prior written consent. 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.

19. 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.

20. Permits, Licenses, and Compliance with Law. Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Before City signs the Agreement, Subdivider shall obtain a City of Tracy Business License. Subdivider shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

21. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:

A. Legal Description of Property (Recital A.)
B. Conditions of Approval (Recital D.)
C. Subdivider's Authorized Representative Information (Section 11.)

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.

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

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 M. Patel, City Attorney

Subdivider

_____

Woodside 05N, LP, a California Limited Partnership

By: WDS GP, Inc.
A California Corporation, General Partner

By: Michael LaFortune
Title: Authorized Agent
Date: 8/28/23

Federal Employer Tax ID No. 26-3036658

CALIFORNIA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

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 Sacramento

On August 28th 2023 before me, Alexandria Seele, Notary Public (insert name and title of the officer), personally appeared Michael Fortune, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____. (Seal)

ALEXANDRIA MARIE SEELE
Notary Public - California
Sacramento County
Commission # 2438579
My Comm. Expires Feb 17, 2027

Copyright © 2018 NotaryAcknowledgement.com. All Rights Reserved.

APRIL 14, 2023
JOB NO. 1725-000

EXHIBIT A
LEGAL DESCRIPTION
TRACT NO. 4127, THE AVENUES - PHASE 3
TRACY, CALIFORNIA

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL L, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED TRACT NO. 3883, THE AVENUES PHASE 1, FILED IN THE 0FFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY.

END OF DESCRIPTION

RESOLUTION 2022-035

APPROVING A VESTING TENTATIVE SUBDIVISION MAP FOR THE AVENUES NEIGHBORHOOD CONSISTING OF 480 RESIDENTIAL LOTS, A PARK, AND ASSOCIATED ROADS ON APPROXIMATELY 95.83 ACRES, LOCATED SOUTH OF VALPICO ROAD AND APPROXIMATELY 1,500 FEET WEST OF CORRAL HOLLOW ROAD, ASSESSOR'S PARCEL NUMBERS 240-140-49, 240-140-05, 240-700-13, & 240-700-14. THE APPLICANT IS THE SURLAND COMPANIES AND THE PROPERTY OWNER IS GREYSTONE LAND INVESTMENT PARTNERS, LLC. APPLICATION NUMBER TSM21-0001

WHEREAS, In September 2018, the Tracy City Council adopted the Avenues Specific Plan (Ordinance 1262) and approved annexation of the Avenues project (Resolution No. 2018-180) located on an approximately 95-acre site south of Valpico Road and north of the Ellis Specific Plan area, and adopted the Avenues Specific Plan Mitigated Negative Declaration (ASP MND) for the project (Resolution No. 2018-180), and

WHEREAS, In January 2021, LAFCo approved annexation of the Avenues project area into the City of Tracy (LAFCo Resolution No. 1439), and

WHEREAS, In May 2021, at request of The Surland Companies, the Tracy City Council adopted Ordinance 1305 to merge the Avenues Specific Plan and the Ellis Specific Plan into a single specific plan (Ellis Specific Plan), referring to the Avenues project area as the Avenues Neighborhood, and

WHEREAS, The Surland Companies has proposed a Vesting Tentative Subdivision Map for the Avenues Neighborhood to create 480 single-family-home lots, an approximately 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels, and

WHEREAS, The subject property is designated Residential Low by the Tracy General Plan and designated Residential by the Ellis Specific Plan, Avenues Neighborhood Plan, which permits a minimum of 380 and a maximum of 480 residential units, not including accessory dwelling units, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the Residential Low General Plan Designation and with the Ellis Specific Plan, and

WHEREAS, The proposed Vesting Tentative Subdivision Map is consistent with the General Plan and Title 12, the Subdivision Ordinance, of the Tracy Municipal Code, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the site is physically suitable for the type of development, as the site, once graded, will be virtually flat and the characteristically high clay content of Tracy's soils may require amendments and treatment for proposed landscaping, foundations, and other surface and utility work. The physical qualities of the property make it suitable for residential development in accordance with City standards, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the site is physically suitable for the proposed density of development, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, traffic circulation will comply with City standards for the proposed density to ensure adequate traffic service levels are met, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design and type of the proposed subdivision and associated improvements will promote the public health, safety and welfare, and

WHEREAS, Subject to the satisfaction of the attached conditions of approval, the design of the subdivision and 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, Subject to the satisfaction of the attached conditions of approval, the project will comply 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, subject to the satisfaction of the attached conditions of approval, will meet all applicable City design and improvement standards, and

WHEREAS, Subject to the satisfaction of the conditions of approval, all the public facilities necessary to serve the subdivision will be in place prior to the issuance of building permits. All the public facilities necessary to serve the subdivision or mitigate the impacts created by the subdivision that are not in place prior to approval of a final map will be assured through a subdivision improvement agreement executed prior to the approval of a final map, and

WHEREAS, The subdivision is consistent with the development described in the Avenues Neighborhood chapter of the Ellis Specific Plan, and with the project evaluated in the Avenues Specific Plan Mitigated Negative Declaration (titled "Final Initial Study/Mitigated Negative Declaration Environmental Checklist"), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018 by Resolution 2018-180, and under Government Code Section 65457 and Section 15182 of Title 14 of the California Code of Regulations, the subdivision is exempt from further environmental review under the California Environmental Quality Act, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on March 9, 2022 and recommended by a 3:0 vote that the City Council approve the proposed Vesting Tentative Subdivision Map, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on March 29, 2022;

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 Vesting Tentative Subdivision Map for the Avenues Neighborhood, consisting of 480 residential lots, an approximately 4.39-acre park, and common landscape parcels, roads, and alleys on approximately 95.83 acres, located south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road, Assessor's Parcel Numbers 240-140-49, 240-140-05, 240-700-13, & 240-700-14, Application Number TSM21-0001, subject to the conditions of approval stated in Exhibit 1 attached and made part hereof.

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

The foregoing Resolution 2022-035 was passed and adopted by the Tracy City Council on the 29th day of March 2022, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS: BEDOLLA
ABSENT:	COUNCIL MEMBERS: DAVIS
ABSTAIN:	COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

Exhibit "1"

City of Tracy
Conditions of Approval
Avenues Neighborhood
Application Number TSM21-0001

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Vesting Tentative Subdivision Map for the Avenues neighborhood of the Ellis Specific Plan area to create 480 single-family-home lots, five landscaped parcels, an approximately 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels

The Property: An approximately 95.83-acre site south of Valpico Road and approximately 1,500 feet west of Corral Hollow Road, Assessor's Parcel Numbers 240-140-49, 240-140-05, 240-700-13, & 240-700-14

A.2. Definitions.

a. "Applicable Law" means all State and federal laws applicable to development of the Project, including without limitation the relevant provisions of the California Planning And Zoning Laws, the California Subdivision Map Act, and the California Environmental Quality Act, all City Regulations.

b. "Applicant" means any person, or other legal entity, defined as a "Subdivider."

c. "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.

d. "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, the Ellis Specific Plan, ordinances, resolutions, policies, procedures, and the City's Design documents (the Streets and Utilities Standard Plans, Design Standards, Parks and Streetscape Standard Plans, Standard Specifications, and Manual of Storm Water Quality Control Standards for New Development and Redevelopment, and Relevant Public Facilities Master Plans).

e. "Development Services Director" means the Development Services Department 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.

f. "Conditions of Approval" shall mean the conditions of approval applicable to the Project. The Conditions of Approval shall specifically include all Development Services Department conditions set forth herein.

g. "Subdivider" 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.

h. "ESP" means the specific plan (titled "Ellis Specific Plan") approved by the City Council on January 22, 2013 by Resolution 2013-012, and most recently amended on May 4, 2021 by Ordinance 1305.

i. "Avenues MND" means the Mitigated Negative Declaration (titled "Final Initial Study/Mitigated Negative Declaration Environmental Checklist"), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018 by Resolution 2018-180, as adequate and in compliance with the California Environmental Quality Act (CEQA).

A.3. Compliance with submitted plans. Except as otherwise modified herein, all Final Maps shall be in substantial conformance with the vesting tentative subdivision map received by the Development Services Department on December 22, 2021.

A.4. Payment of applicable fees. 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. Compliance with laws. 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 sections21000, et seq., "CEQA"), and
- the Guidelines for California Environmental Quality Act (California AdministrativeCode, title 14, sections 1500, et seq., "CEQA Guidelines").
- the 2019 CBC, 2019 CRC, 2019 CPC, 2019 CMC, 2019 CEC, 2019 CFC, 2019 CEnC, and 2019 CA Green Building Standards Code.

A.6. Compliance with City Regulations. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations, including, but not limited to, the Ellis Specific Plan (ESP), Tracy Municipal Code (TMC), Standard Plans, and the City's Design Goals and Standards.

A.7. 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 commence on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions within this 90- day period, which protest complies with all of the requirements of Government Code Section 66020, 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 Developer.

B. Planning Division Conditions

Contact: Kimberly Matlock (209) 831-6430 kimberly.matlock@cityoftracy.org

B.1. Mitigation Measures. The Subdivider shall comply with all mitigation measures applicable to the Project in the Avenues MND, which was adopted by the City Council on September 4, 2018 (SCH# 20180702045).

C. Engineering Division Conditions

Contact: Nanda Gottiparthy (925) 251-0100 nanda.gottiparthy@sngassociates.com

C.1. General Conditions

Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/ reports prepared for the Project listed as follows, and Applicable Law:

a. Specific Plan, titled "*Ellis Specific Plan*" ("ESP") approved by the City Council on April 20, 2021, by Resolution 2021-046 and Ordinance 1305, and any subsequent amendments.

b. Mitigated Negative Declaration "*Initial Study/Environmental Checklist Avenues Specific Plan*", certified by the City Council on September 4, 2018, by Resolution 2018-180, as adequate and in compliance with California Environmental Quality Act (CEQA) and Addendum to the Ellis Modified Project Environmental Impact Report and Avenues Specific Plan Mitigated Negative Declaration, dated February 2021, approved by the City Council on April 20, 2021, by Resolution No. 2021-045.

c. *Ellis Program Sub-Basin – Final Storm Drainage Technical Report* dated September 2012, and *Reevaluation of program Storm Drainage Infrastructure* dated August 4, 2015, prepared by Storm Water Consulting, Inc., ("Storm Drainage Technical Report")

d. *Stormwater Quality Review for Avenues Tentative Map* Technical Memorandum dated June 11, 2021, prepared by Wood Rodgers, Inc., ("Storm Drainage Technical Report - Wood Rodgers")

e. *City of Tracy Wastewater System Analysis for Corral Hollow Road and Lammers Road* Technical Report dated September 2017 (Updated January 2018), Ch2M Hill. ("Wastewater Technical Report")

f. *Avenues Tentative Map Review* Technical Memorandum, prepared by Kimley-Horn & Associates, dated April 26, 2021. ("Traffic Memorandum").

g. *Valpico Road Precise Plan,* approved by City Council on December 7, 2021 by Resolution No. 2021-184.

h. *Tracy Village Fair Share Traffic Study*, prepared by Kimley-Horn & Associates, dated December 7, 2020.

C.2. Final Map

No Final Map within the Project boundaries will be approved by the City until the Subdivider demonstrates, to the reasonable 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.2.1 Subdivider has submitted one (1) reproducible copy of the approved tentative subdivision map for the Project within ten (10) days 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 means consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.2.2 Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, Applicable Law, these Conditions of Approval, the Ellis Specific Plan ("ESP, and in substantial conformance with the Tentative Subdivision Map.

C.2.3 Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required to construct and serve the Project described by the Improvement Plans and Final Map, in accordance with these Conditions of Approval. If construction easement(s) is/are shown, it/they shall indicate the termination of the construction easement(s).

a. The Subdivider shall dedicate a 5-foot wide Public Utility Easement (PUE) along the lot frontages within the Property, the installation, repair, use, operation, and maintenance of other public utilities such as electric, gas, telephone, cable TV, and others. Larger private utility structures may require additional PUE "bump outs" to accommodate the structures.

b. The Subdivider shall coordinate with the respective owner(s) of the utilities including but not limited to PG&E, AT&T, and Comcast, for the design and installation of these utilities within the Property. Engineering design and construction details of these utilities must be prepared as part of the joint utility trench plans to be submitted for City's review.

c. The Subdivider shall obtain the approval of all applicable public agencies with jurisdiction over the required public facilities.

d. Subdivider shall submit documentation for vacation or abandonment of existing easements that to be abandoned.

C.2.4 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.2.5 Subdivider has submitted a signed and stamped Engineer's Estimate that shows construction cost of subdivision improvements to be dedicated to the City.

C.2.6 Subdivider has submitted a signed and notarized Subdivision Improvement Agreement (SIA) and Improvement Security, for the completion of improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the SIA.

C.2.7 If required, Subdivider shall submit a signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, for the completion of offsite improvements that are required to serve the Project as shown on the Improvement Plans. The form and amount of Improvement Security shall be in accordance with the OIA.

C.2.8 Subdivider has paid engineering review fees or deposits including improvement plan checking, final map review, agreement processing, and all other deposits, or fees required by these Conditions of Approval and in accordance with Applicable Law.

C.2.9 Subdivider has submitted technical or materials specifications, cost estimates, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions of Approval.

C.2.10 Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes.

C.2.11 Subdivider, in accordance with the terms of the ESP including Section 3.3.2, shall be required to submit a signed and notarized Park Improvement Agreement (PIA) and Improvement Security, for the construction of the neighborhood park improvements. The form and amount of Improvement Security shall be in accordance with ESP, and the PIA. Neighborhood Park will be eligible for fee credits in accordance with Title 13 of the Tracy Municipal Code.

C.2.12 Subdivider has submitted signed and stamped Improvement Plans.

C.3. Grading Permit

The City will accept a grading permit application for the Project prior to the Final Map being approved by the City Council, if the Subdivider has provided all relevant documents related to said grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, and in accordance with the ESP, including, but not limited to, the following:

C.3.1 Prior to the issuance of Grading Permit for the Project, Subdivider shall submit improvement plans and secure at least two plan reviews (for the design of on-

C.3.6 Subdivider shall submit a PDF copy of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical 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, pavement design recommendations, percolation rate, and elevation of the highest observed groundwater level. The Geotech Report shall be peer reviewed by the City's consultant. Subdivider shall pay for the cost of the review.

C.3.7 Subdivider 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.3.8 Subdivider 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) as required in Mitigation Measure AQ-1 of the IS Mitigation Monitoring and Reporting Program.

C.3.9 Prior to the issuance of the Grading Permit, Subdivider shall submit 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 Measure AQ-3 of the IS Mitigation Monitoring and Reporting Program.

C.3.10 Subdivider 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 Subdivider will design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the affected agency and the City. If applicable, 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 Subdivider.

C.3.11 If at any point during grading that the Subdivider, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Subdivider 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.4. Encroachment Permit

Applications for encroachment permit may be accepted by the City as complete prior to the Final Map being approved by the City Council if the Subdivider provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

site sewer improvements.)

C.3.2 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. Subdivider 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. Subdivider 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.3.3 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 and Geotechnical Engineer.

a. Subdivider shall obtain all applicable signatures by City departments and Subdivider for outside agencies (where applicable) on the mylars including signatures by Building Official and Fire Marshal prior to Subdivider submitting the mylars to Engineering Division for City Engineer's approval.

b. Subdivider shall obtain all applicable Permit(s), agreement(s) and approval of other public agencies that has jurisdiction over the required public facilities, if applicable.

C.3.4 Payment of applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.

C.3.5 Prior to the issuance of the Grading Permit, Subdivider 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.

a. 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.

b. 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.

c. Subdivider shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs), applicable provisions of the ESP, and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent applicable amendment(s).

C.4.1 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, and the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Subdivider 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 Engineer, Traffic Engineer, Electrical Engineer, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

a. Subdivider shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature.

C.4.2 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

C.4.3 Traffic Control Plan, if necessary, shall be prepared under the supervision of and signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

C.4.4 South San Joaquin County Fire Authority (SSJCFA) Fire Marshal's signature on the Improvement Plans indicating their approval for the fire service connection and fire and emergency vehicle access for the Project.

C.4.5 If necessary, signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of off-site 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), the ESP, and the OIA. The Subdivider's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.

C.4.6 Check or wire payment for the applicable of engineering review deposits or fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable costs as required by these Conditions of Approval. The engineering review deposit or fees will be calculated based on the fee rate adopted by the City Council on June 16, 2020, per Resolution 2020-110, or in accordance with the fees in effect at the time that fees are due

C.5. Improvement Plans

Improvement Plans shall contain the design, construction details and specifications of public improvements and all subdivision 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 Engineer, Traffic Engineer if applicable, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

The Improvement Plans, including the Grading and Drainage Plans, shall be prepared in accordance with the ESP and the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the ESP and the City Design Documents, and these Conditions of Approval.

The Improvement Plans shall be prepared in mylar with the City of Tracy standard title and signature block.

The Subdivider shall obtain all applicable signatures by City departments and the Subdivider from outside agencies (where applicable) on the mylar including signatures by the Fire Marshal, prior to the Subdivider submitting the mylars to Engineering Division for City Engineer's approval.

C.5.1 The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

a. All existing and proposed utilities such as domestic water line, irrigation service, storm drain, and sanitary sewer, including the size and location of the pipes.

b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.

c. All improvement plans shall contain a note stating that the Subdivider (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

d. A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.5.2 Grading and Storm Drainage Plans

Site Grading

a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used.

b. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

c. Site grading shall be designed such that the Project's storm water can gravity drain directly to an existing storm drain system with adequate capacity to drain storm water from the Project Site in the event that the on-site storm drainage system fails or is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

d. Minor Retaining – Subdivider 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. Subdivider will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Subdivider 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 a California licensed 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.

e. Minor Retaining along Project Perimeter – Subdivider 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. Subdivider will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Subdivider 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.

f. 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.

g. Slope easements will be recorded, prior to the issuance of the Grading Permit. The Subdivider 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.

h. Walls - Subdivider shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Subdivider 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.

i. If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or to be relocated or to be removed, if any, 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 improvements, if required, to the reasonable satisfaction of the City.

C.5.3 Storm Drainage

a. As shown in the SDMP, onsite storm drainage runoff from the Avenues subdivision will discharge into the future Detention Basin 3A located north of Valpico Road.

(i) Prior to issuance of grading permit, Subdivider shall demonstrate to the satisfaction of the City Engineer that retention of 200% of the 10-year 48-hour storm is available onsite with no excess runoff crossing any property lines of adjacent parcels or Valpico Road right-of-way.

(ii) Prior to issuance of first building permit, design and construction of the Detention Basin 3A basin shall be completed.

(iii) The Project shall provide onsite Low Impact Development and Storm Water Quality bioretention treatment (or equivalent treatment) per the current requirements of the Phase II NPDES Permit. Hydromodification requirements will be satisfied in Detention Basin 3A. Treatment requirements may be satisfied in Detention Basin 3A, if calculations are provided demonstrating to the satisfaction of the City Engineer that alternative stormwater treatment will comply with all of the requirements of the Multi-agency Post-construction Stormwater Treatment Manual,

(iv) If it is determined that stormwater treatment can be provided in Detention Basin 3A, Subdivider shall be obligated to pay its fair share of estimated cost of the stormwater quality treatment in the basin as determined by a study to be funded by Subdivider and completed by the City.

b. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage piping system.

c. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Stormwater Quality Control Plan (SWQCP) detailing the methods in which the development will address compliance with the applicable City's *Multi-Agency Post-Construction Stormwater Standards Manual* (Manual). Prior to the issuance of the grading permit for the project, the SWQCP shall be reasonably approved by the City Engineer.

d. If it is determined that treatment cannot occur within Basin 3A, prior to approval of the Final Map, onsite storm water treatment details and supporting calculations for the private lots and street rights-of-way in compliance with the *Manual* shall be submitted for review and approval by the City.

C.5.4 Sanitary Sewer

a. Sanitary Sewer Facilities: In order to serve the Avenues Project, a gravity sewer will need to be installed in Valpico Road from Summit Drive to Corral Hollow Road. This sewer line shall be installed in accordance with Section

3.3.5 Fire Station Funding and Infrastructure Construction of the ESP. This sewer line is not a program improvement; hence Subdivider is currently not eligible to receive fee credits or reimbursements for this improvement. If it becomes a program improvement, Subdivider may be eligible for either fee credits or reimbursements, in accordance with Title 13 of the Tracy Municipal Code. Subdivider has requested formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code. Eligible users of the line shall include the ESP (as may be amended) property and property otherwise identified by the City and included in the benefit district.

b. Based on the projected sewer demand from approved projects within the Coral Hollow sewer contributory area, the Phase 2 of the Choke Points Improvements for Corral Hollow Road Sewer as identified in the Wastewater Master Plan ("Phase 2 Choke Points Improvements") will be required to serve the Project. To facilitate and ensure timely construction of the Phase 2 Choke Points Improvements, Subdivider will pre-pay all Sanitary Sewer Conveyance Impact Fees for all of the residential units in the Project not later than the issuance of the first building permit for a residential unit in the Project (excluding up to 20 model homes).

c. The Subdivider shall design and install sanitary sewer facilities including the Project's sewer connection in accordance with City Regulations, and utility improvement plans approved by the City Engineer.

C.5.5 Water System.

a. Water Distribution System.

City's Consultant, West Yost Associates will review the water distribution system proposed in the Final Map for conformance with Applicable Law and shall prepare memorandum with recommendations ("Water Memorandum").

Potable water line sizing, looping requirements and layout shall comply with recommendations of the Water Memorandum in accordance with Applicable Law.

b. Recycled Water Line: On-site Recycled Water mains are required to serve The Avenues. As part of the on-site improvements for the Project, the Subdivider shall extend an 8-inch Recycled Water main along Summit Drive from the south subdivision boundary with Ellis Phase 1 to the proposed 30" Master Plan Recycled Water Main at Valpico Road.

c. Fire Service Line: The Subdivider shall design and install fire hydrants in accordance with Applicable Law at locations approved by the SSJCFA Fire Marshal. Before the approval of the plans, the Subdivider shall obtain written approval from the Fire Marshal.

(i) During the construction phases 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 ESP, Applicable Law, and Fire Marshal.

d. Water Shutdown Plan and Traffic Control Plan:

If water main shut down is necessary, the City will allow a maximum of four hours water supply shutdown. The Subdivider shall be responsible for notifying residents or business owner(s), regarding the water main shutdown. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before the water main shutdown. Prior to starting the work described in this section, the Subdivider shall submit a Water Shutdown Plan and Traffic Control Plan to be used during the installation of any offsite water mains.

e. Domestic and Irrigation Water Services

Domestic water service shall be installed in accordance with City Regulations, Applicable Law, and the utility improvement plans approved by the City Engineer. City's responsibility to maintain water lines shall be from the water main on the street to the back of the water meter (inclusive) only.

C.5.6 Valpico Road Frontage Street Improvements

Currently, Valpico Road is a two-lane rural arterial. The TMP identifies Valpico Road as a four-lane arterial road during the horizon year. The ultimate improvements for Valpico Road shall comply with the City of Tracy Transportation Master Plan and the City of Tracy Design Standards.

Subdivider shall design and construct improvements on Valpico Road in accordance with the timelines identified in the Traffic Memorandum. Subdivider shall widen existing Valpico Road to the south to accommodate new eastbound right turn lane and westbound left turn lane.

a. **Option 1 – Valpico Road Interim Improvements:** Valpico Road improvements shall be designed and constructed by the Subdivider to meet the requirements of the latest edition of the California Department of Transportation Highway Design Manual, the California Manual of Uniform Traffic Control Devices (MUTCD), applicable City Design Standards, and these Conditions of Approval. The Subdivider shall design and construct interim improvements for Valpico Road, in accordance with the ESP, and Tentative Map, which may include widening of Valpico Road at the Summit Drive intersection to provide one travel lane in each direction plus a left turn median lane and a right turn deceleration lane with transitions to provide safe transitions to the two lane Valpico road west and east of the project limits as shown on the Tentative Map. Other frontage improvements may include but not limited to asphalt concrete pavement, landscape planter, a multi-use path, landscape setback planting area, fire hydrants, landscaping with automatic irrigation system (Motorola Controller), pavement marking and striping, street lights, asphalt concrete overlay (where required), pavement transitions and other street and utility improvements that are required to serve the Project in

conformance with the Tentative Map and based on the applicable phasing plans as reasonably approved by the City Engineer.

(i) Per Figure 5.1 of Tracy Transportation Master Plan, the outside lane, right turn lane, Class 1 Bikeway, and all landscape improvements behind the curb on Valpico Road are fronting property owner's obligation.

(ii) Construction of interim roadway improvements on Valpico Road may not be eligible for fee credit or reimbursement if the improvements are required to be removed or reconstructed as part of program improvements for Valpico Road per the TMP. A Deferred Improvement Agreement will be required for removal of interim improvements and construction of ultimate Valpico Road improvements. Alternatively, the Subdivider may pay to the City the estimated cost of removal of interim improvements and cost of future improvements, (including escalation for inflationary adjustment per ENR Construction Cost Index) as determined by the City.

(iii) Right-of Way Dedication. The Subdivider shall dedicate 17.5' of ROW along the property frontage of Valpico Road, in accordance with the Tentative Map.

(iv) The landscape improvements within the Landscape Setback area shall be constructed at the time of the adjacent interim improvements on Valpico Road. The Ellis Property Owners Association (EPOA) shall be responsible for maintenance of the landscape and associated irrigation improvements within the Landscape Setback area in accordance with the Ellis Specific Plan and Ellis Maintenance Agreement between the City of Tracy and EPOA.

b. **Option 2 – Valpico Road Partial Ultimate Improvements:** Subdivider shall construct partial ultimate Valpico Road improvements. Partial ultimate improvements will include roadway improvements on Valpico Road to accommodate one eastbound right turn lane, one eastbound through lane, one westbound left turn lane and one westbound through lane, median, frontage curb and gutter, landscape strip, Class I multi-use trail and relocation / undergrounding of existing overhead lines on the north side of Valpico Road, and transitions.

(i) Per Figure 5.1 of Tracy TMP, the traffic impact fee program covers costs of improvements for the median and inside travel lanes on Valpico Road; frontage (outside) lane, right turn lane, Class I bikeway, and all landscape improvements behind the curb on Valpico Road are Subdivider's obligation. If Subdivider elects to construct Valpico Road partial ultimate program improvements, Subdivider will be eligible for fee credits and reimbursements for program improvements and for right-of-way acquisition and dedication of right-of-way on the north side of Valpico Road.

(ii) Right-of Way Dedication. The Subdivider shall dedicate 17.5' of ROW along the property frontage of Valpico Road, in accordance with the Tentative Map. Acquisition of right-of-way on the north side of Valpico Road is required to construct improvements to serve the project when Summit Drive is extended to connect to Valpico Road. Subdivider shall acquire and dedicate 17' of right-of-way on north side of Valpico Road. If the Subdivider is unable to acquire the required right-of-way on the north side of Valpico Road, the Subdivider may request City's assistance to acquire the right-of-way.

(iii) Subdivider shall relocate or underground existing overhead utilities on the north side of Valpico Road as required to construct the Partial Ultimate Improvements.

(iv) Valpico Road improvements shall be designed and constructed by the Subdivider to meet the requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), applicable City Design Standards and these Conditions of Approval, prior to the final inspection of the first building to be constructed on the Property.

c. **Traffic Signal at Valpico Road/Summit Drive**. The Summit Drive/Valpico Road intersection shall be Side Street Stop Controlled until an interim traffic signal is warranted due to traffic volumes or safety considerations as set forth herein.

(i) Subdivider shall fund a Signal Warrant Analysis not later than thirty (30) days following a written demand from City to determine whether an interim traffic signal is warranted due to traffic volumes and/or safety considerations. If an interim traffic signal is warranted, Subdivider shall complete the installation of the interim Traffic Signal equipment, at Subdivider's sole expense, prior to the issuance of the fiftieth (50^{th}) building permit for a single-family residential unit (not including model homes) following the completion of the Signal Warrant Analysis. Subdivider may request formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code for reimbursement of interim traffic signal costs in excess of Developer's fair share, in accordance with City's procedures.

(ii) Per Mitigation Measure TR-3, when Valpico Road is widened to four lanes, the Subdivider shall design and install a traffic signal to the satisfaction of the City Engineer. At the time of approval of the first final map, if Valpico Road is not widened to four lanes, Subdivider shall pay Capital Improvement in-lieu fees in accordance with TMC 12.36.020h for the cost of the Summit Drive/Valpico Road Traffic Signal per Mitigation Measure TR-3. Subdivider may request formation of a Benefit District per the provisions of Chapter 12.60 of the Tracy Municipal Code for reimbursement of costs in excess of Developer's fair share, in accordance with City's procedures.

d. **Valpico Road/Summit Drive Ultimate Intersection Improvements.** Subdivider shall deposit with City the full amount, as reasonably estimated by the City Engineer, of the costs to design, acquire all required right-of-way, and construct the ultimate intersection improvements. Upon such deposit, Subdivider shall have no further responsibility for the ultimate Valpico Road/Summit Drive intersection improvements as described in the City's TMP.

(i) As an alternative to Conditions C.5.6.c and d above, Subdivider may submit a written election to City for Subdivider to design, acquire all required right-of-way, and construct the ultimate intersection improvements for the Valpico Road/Summit Drive intersection, according to designs and on a schedule approved by the City. Such written election will be subject to approval of the City Engineer based on the City Engineer's reasonable determination that Subdivider can complete the ultimate intersection improvements in accordance with the City's schedule and standards and that such completion will remove the need for the interim traffic signal required by Condition C.5.6.c. Subdivider's written election under this Condition C.5.6.d.(i) shall be provided to City not later than January 1, 2023.

C.5.7 Subdivision Roadway Improvements

The Subdivider shall dedicate all rights-of-way that are necessary to construct Summit Drive, Street 1, Street 2, Street 3, Street 4, Street 5, Street 6, Street 7, Street 8, Street 9, Street 10, Street 11, Street 12, Street 13, Street 14, Street 15, Street 16, Lane 1, Lane 2, Lane 3, Lane 4, Lane 5, Memory Lane, Samuel Joseph Way, and all the in-tract streets based on their respective cross sections as shown on the Tentative Map.

a. 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 (Motorola), 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 be consistent with City Standards, unless specifically modified in the ESP, Tentative Map, and Applicable Law, and shall be shown on the Improvement Plans.

b. Street 5 intersection at Summit Drive will be cut off with sidewalk, turf block planting, collapsible bollards, and other details per Kimley-Horn's recommendations.

c. Design and construction details for the lanes and alley approaches shall be as shown on the Tentative Map. The landscape planters within the lanes and alley shall be irrigated from public water meter.

d. The raised median island curb for the Summit Drive entry section shall be designed in accordance with the Tentative Map.

e. As recommended in *Traffic Analysis,* Alleys shall be signed for One-Way Traffic: Lane 1 should allow northbound traffic only, and Lane 2, Lane 3, Lane 4, and Lane 5 should allow southbound traffic.

C.5.8 Offsite Improvements

The Subdivider shall comply with the following offsite traffic mitigations:

a. Lammers Road/Old Schulte Road intersection: Prior to issuance of first building permit, Subdivider shall install eastbound right turn overlap phase and re-time the intersection to optimize cycle lengths and splits.

b. Lammers Road/Valpico Road intersection:

(i) Per recommendation of *Tracy Village Fair Share Traffic Study*, prior to first building permit, Subdivider shall add a separate westbound right-turn lane and shared westbound left turn/through lane. Westbound right turn phase to be overlapped with southbound left turn phase. Subdivider shall install the Valpico Road/Lammers Road interim improvements if the Subdivider is the first benefitting property to pull its permit and request reimbursement from the fair share payments. If one of the other benefitting properties is first to construct these interim improvements, Subdivider shall satisfy its obligation towards the interim intersection improvements by payment of its fair share of the improvements as identified in the *Tracy Village Fair Share Traffic Study*.

(i) Per Mitigation Measure TR-2, prior to first building permit occupancy (not including model homes), Subdivider shall install a channelized westbound right-turn pocket, a second southbound left-turn pocket, and eastbound right-turn overlap phase signal timing modification. If at the time of first occupancy, the ultimate Transportation Master Plan improvements for Valpico Road and/or Lammers Road have not been constructed, Subdivider shall pay Capital Improvement in-lieu fees in accordance with TMC 12.36.020h for the cost of the ultimate improvements.

c. Valpico Road/Tracy Blvd intersection: Per Mitigation Measure TR-4, prior to issuance of final building permit within Avenues Specific Plan, Subdivider shall provide overlap signal phasing for exclusive right turns at the intersection to the satisfaction of the City Engineer.

d. Corral Hollow Road/Linne Road: Per Mitigation Measure TR-1, At first building permit, Subdivider shall pay impact fees to contribute to City CIP project to add southbound through lane, northbound through lane, and separate westbound right turn lane.

C.5.9 Neighborhood Park

a. The Subdivider shall offer for dedication Parcel "F" for park purposes as required by sub-section 3.2.6.1 of the ESP.

b. The Subdivider shall design and construct the neighborhood park improvements consistent with the City Standards, ESP Park Plans, and Applicable Law.

c. The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement Agreement or PIA"), and Improvement Security in the amount and type specified in the ESP. The timing of commencement of the neighborhood park improvements, payment of fees and fee credits shall be in accordance with the ESP, Applicable Law, and Tracy Municipal Code.

C.5.10 Undergrounding of Overhead Utilities

a. Public Utility Easement

All private utility services to serve Project such as electric, telephone and cable TV must be installed underground, and to be installed within dedicated Public Utility Easement (PUE) and at the location as reasonably approved by the respective owner(s) of the utilities.

b. Overhead utilities along the frontage of the project on Valpico Road (with the exception of the high-voltage transmission lines with voltages greater than 34.5 KV) shall be placed in an underground facility in accordance with Tracy Municipal Code.

(i) The project shall comply with all applicable requirements of TMC 7.04.120.

c. 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 Public Utility Easement (PUE). The Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities for the design of these underground utilities and to ensure it can be constructed under the sidewalk or within the PUE.

d. Underground utility conduits may be installed under the sidewalks, and all boxes, structures and related facilities shall be located in the within the PUE.

e. Pavement cuts or utility trench(s) on existing street(s) for the installation of electric, gas, cable TV, and telephone will require the application of 2" asphalt concrete overlay and replacement of pavement striping and marking that are disturbed during construction. The limits of asphalt concrete overlay shall be 25 feet from both sides of the trench and shall extend over the entire width of the adjacent travel lane(s) if pavement excavation encroaches to the adjacent travel lane or up to the street

centerline or the median curb. If the utility trench extends beyond the street centerline, the asphalt concrete overlay shall be applied over the entire width of the street (to the lip of gutter or edge of pavement). Construction details and limits of asphalt concrete overlay shall be shown on the Improvement Plans.

C.5.11 Building Permit - No building permit will be approved by the City until the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.5.12 Payment of the Current Master Plan Fees in accordance with Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park adopted by the City Council, and in accordance with Applicable Law.

C.5.13 Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC, Applicable Law, and these Conditions of Approval.

C.5.14 Payment of the Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the TMC.

C.5.15 Payment of the Regional Transportation Impact Fees (RTIF) as required in Chapter 13.32 of the TMC.

C.6. Acceptance of Public Improvements

Public improvements will not be accepted by the City Council until after the Subdivider completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

C.6.1 Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.

C.6.2 Subdivider has completed the 90-day public landscaping maintenance period.

C.6.3 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.6.4 Subdivider shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7. Temporary or Final Building Certificate of Occupancy

No Temporary or Final Building Certificate of Occupancy will be issued 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 Condition C.7, above, or the City has agreed to street-by-street acceptance for final building certificate and/or occupancy.

C.7.2 The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, or Applicable Laws, 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 advance 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), which shall be subject to the PICRA.

C.8. Agreements and Improvement Security

C.8.1 Subdivision Improvement Agreement: - Before the City's approval of the 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), post all required improvement security in accordance with improvements shall be subject to the PICRA.

C.8.2 Deferred Improvement Agreement: - Before the City's approval of the First Final Map, the Subdivider shall execute a Deferred Improvement Agreement, if applicable, which shall be 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 shall be subject to the PICRA.

C.9. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by the Subdivision Improvement Agreement and the Deferred Improvement Agreement (if necessary) and these Conditions of Approval. The form of the improvement security may be a surety bond, letter of credit or other form section 12.36.080 of the TMC. The amount of improvement security shall be as follows:

C.9.1 Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.9.2 Labor & Materials (100% of the estimated cost of constructing the public facilities),

C.9.3 Warranty (10% of the estimated cost of constructing the public facilities), and

C.9.4 Monumentation ($500 multiplied by the total number of street centerline monuments that are shown on the Final Map).

C.10. Release of Improvement Security

Improvement Security(s) described herein shall be released to the Subdivider after City Council's acceptance of public improvements, and after the Subdivider demonstrates, to the satisfaction of the City Engineer, compliance of these Conditions of Approval, and completion of the following:

C.10.1 Improvement Security for Faithful Performance, Labor & Materials, and Warranty shall be released to the Subdivider in accordance with Section 12.36.080 of the TMC.

C.10.2 Written request from the Subdivider and a copy of the recorded Notice of Completion.

C.10.3 Monumentation Bond will be released to the Subdivider after City Council's acceptance of the public improvements and all monumentation shown on the Final Map is installed and tagged by a Land Surveyor licensed to practice in the State of California.

C.11. Benefit District

The Subdivider may make a written request to the City for the formation of a Benefit District for which the public facilities are required in accordance with Applicable Law and these Conditions of Approval.

C.12. Special Conditions

C.12.1 All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with the tentative map, ESP, City Regulations, and City's applicable Design documents if not included in the ESP, or tentative map, including the City's Facilities Master Plan for storm drainage, roadway, wastewater, and water adopted by the City, or as otherwise specifically approved by the City.

C.12.2 Fire turnaround located on Lot 176 as shown on the Tentative Map shall remain until the connections of Summit Drive, Samuel Joseph Way, and either Memory Lane or Street 3 to the reasonable satisfaction of the City Engineer.

C.12.3 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or another public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, Improvement Plans, and OIA, if the City Council finds it necessary due to public health and safety reasons, and it is not in conflict with rights under the ESP or Applicable Law. The

Subdivider shall bear all the advance costs for the inclusion, design, and implementations of such additions and requirements, without any payment from the City. Costs may be applicable to the PICRA as reimbursement or credit. Health and Safety findings shall be made by the City Council under the terms of a review of the Health and Safety related issue, and PICRA reimbursement or credit approval shall be made at the same time by City Council.

C.12.4 Nothing in these Conditions of Approval is intended or may be interpreted to conflict with any of the vested elements and rights granted by the Ellis Development Agreement. In the event of any such conflict, the vested elements and rights granted by the Ellis Development Agreement shall control.

D. Utilities Department Conditions

Contact: Kul Sharma (209) 831-6320 kuldeep.sharma@cityoftracy.org

D.1. Wastewater Treatment. The Developer shall pay Wastewater Master Plan development impact fees for wastewater treatment in effect at that time for all proposed residential units in Avenues Developments not later than the issuance of the first building permit for a single-family residential unit (not counting model homes), or thirty (30) days prior to award of construction contract by the City Council for construction of the next phase of expansion of the City's wastewater Treatment Plant, whichever comes first. A written request for payment of wastewater treatment fees will be made by the City Engineer at least sixty days prior to scheduling the award of construction contract of the next phase of expansion of the Wastewater Treatment plant by the City Council.

D.2. Stormwater Compliance. Prior to the approval of the Final Map for the Project, the Subdivider shall provide a Project Stormwater Plan (PSP) detailing the methods in which the development will address compliance with the applicable City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual). Prior to the issuance of the grading permit for the project, the PSP shall be reasonably approved by the Utilities Director or his/her designee.

D.3. Stormwater Treatment. Prior to approval of the first Final Map, in compliance with the Manual, either 1) onsite storm water pre-treatment details and supporting calculations for the private lots and street rights-of-way, or 2) design details and supporting calculations for treatment and hydromodification in Detention Basin 3A, shall be submitted for review and approval by the City.

E. Citywide Standard Conditions for Residential five (5) units or more

The following conditions are intended to provide for the funding of City services to the Property.

Contact: Karin Schnaider (209) 831-6841 karin.schnaider@cityoftracy.org

E.1. Streetlights and Street Sweeping

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required by PG&E), by doing one or more of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Prior to approval of the first final map in the Project, Subdivider 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 issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall form a new Community Facilities District named ECFD 2022 - ____, that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. Formation shall be 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, and Subdivider shall be responsible for all costs associated with the CFD proceedings. 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 costs of operation, maintenance, repair, and replacement for the traffic signals, streetlights, and street sweeping on the Property (including all costs required by PG&E);

(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 prior to the final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), setting forth, among other things, the required maintenance, operations, repair, and replacement obligations, the standards of maintenance, operations, repair, and replacement, and all other associated obligation(s) to ensure the long-term operation, maintenance, repair, and replacement by the HOA for the streetlights, and street sweeping on the Property;

(3) Before final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), annex into a CFD described in Condition E.1.a above 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 operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property. 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. Prior to approval of the first final map in the Project, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required by PG&E).

If the provisions for adequate funding of the on-going costs of operation, maintenance, repair, and replacement for the streetlights, and street sweeping on the Property (including all costs required PG&E) are met prior to issuance of the first 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.

E.2. Police & Public Works Services

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of a portion of on-going costs of providing Police and Public Works services for the Property, by doing one of the following, subject to the approval of the City's Finance Director:

a. Community Facilities District. Prior to approval of the first final map in the Project, Subdivider 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 issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall form a new CFD named ECFD 2022 - ____ that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. Formation shall be 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. Subdivider shall be responsible for all costs associated with the CFD proceedings.

Or

b. Direct funding. Prior to approval of the first final map in the Project, Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which requires that prior to issuance of a certificate of occupancy for a residential dwelling unit, Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity a portion of the on-going costs

of providing Police and public safety and Public Works services for the Property.

If the provisions for adequate funding of the on-going costs of providing Police and public safety and Public Works services for the Property are met prior to issuance of the first 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.

E.3. Landscaping Maintenance

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operations, maintenance, repair, and replacement for public landscaping for the Property by doing one or more of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Prior to approval of the first final map in the Project, Subdivider 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 Subdivider shall form a new Community Facilities District (CFD named ECFD 2022 - ____, that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. 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, operations, repair, and replacement costs associated with the adjacent landscape frontage on Valpico Road; (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; (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 Subdivider shall deposit an amount equal to the first year's taxes; and (6) the Subdivider shall be responsible for all costs associated with formation of the CFD.
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, operations, repair, and replacement 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

prior to the final inspection or occupancy of the first dwelling (except for up to twenty (20) model homes), setting forth, among other things, the required maintenance, operations, repair and replacement obligations, the standards of maintenance, operations, repair, and replacement, and all other associated obligation(s) to ensure the long-term maintenance, operations, repair, and replacement 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 twenty (20) model homes), annex into a CFD or form a new Improvement Area within the ECFD as described in Condition E.3.a above 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, operations, repair, and replacement. 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. Prior to approval of the first final map in the Project, 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, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full 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, replacement, repair, and replacement costs associated for the adjacent landscape frontage on Valpico Road. 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.

E.4. Before approval of the first Final Map or issuance of any building permit for the Property (except for up to twenty (20) model homes), Subdivider shall provide for perpetual fair share funding of the on-going costs of operation, maintenance, repair, and replacement for storm drain basin or any other system designed to meet the City's Multi-Agency Post-Construction Stormwater Standards Manual (Manual) for the Property, by doing one of the following, subject to the approval of the City's Finance Director:

a. CFD or other funding mechanism. Prior to approval of the first final map in the Project, Subdivider 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 Subdivider shall form a new Community Facilities District

(CFD) named ECFD 2022 - ____ that includes the Property and shall be substantially similar to City of Tracy Community Facilities District No. 2016-2 (ECFD) ("CFD No. 2016-2") except as otherwise expressly provided for herein. for funding on-going costs of operation, maintenance, repair, and replacement for its fair share of storm drain basin or any other system designed to meet the Manual (2) formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien; (3) upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment; (4) prior to issuance of a building permit, the Subdivider shall deposit an amount equal to the first year's taxes; and (5) the Subdivider shall be responsible for all costs associated with formation of the CFD.

Or

b. Direct funding. Prior to approval of the first final map in the Project, 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, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund its fair share in perpetuity the full on-going costs of operation, maintenance, repair, and replacement for storm drain basin or any other system designed to meet the Manual.

EXHIBIT C
PAGE 1 OF 1

Name of Person	Company Name	Telephone Number
Michael LaFortune	Woodside 05N, LP	(916)-608-9600
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

Remainder of the Page Intentionally Left Blank

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-_____

---

1) APPROVING SUBDIVISION IMPROVEMENT AGREEMENTS BETWEEN THE CITY AND WOODSIDE 05N, L.P., A CALIFORNIA LIMITED PARTNERSHIP, FOR THE FOLLOWING TRACTS OF THE AVENUES NEIGHBORHOOD: A) TRACT 3883; B) TRACT 4126; AND C) TRACT 4127; AND 2) AUTHORIZING THE CITY CLERK TO FILE THE THREE SUBDIVISION IMPROVEMENT AGREEMENTS WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER.

WHEREAS, on September 4, 2018, the City Council adopted Resolution No. 2018-180 approving the submission of an application to LAFCo (Local Agency Formation Commission) for annexation and pre-zoning of the approximately 95-acre Avenues Project Site and adopting a Mitigated Negative Declaration for the Avenues Project; and

WHEREAS, on September 18, 2018, the City Council adopted Tracy Ordinance 1262 approving the Avenues Specific Plan; and

WHEREAS, on May 4, 2021, the City Council adopted Tracy Ordinance 1305 repealing Ordinance 1262 (Avenues Specific Plan) and amending the Ordinance 1266, Ordinance 1251, and Resolution No. 2016-098 (Ellis Specific Plan) (ESP) and incorporating the Avenues Specific Plan (ASP) property into the Ellis Specific Plan, and various other amendments; and

WHEREAS, the Amended and Restated Development Agreement between the City of Tracy and Surland Communities LLC was executed on April 18, 2013, and recorded at the County Recorder's Office Document Number 2013-119548 (DA); and

WHEREAS, the DA applies to property within existing Ellis Specific Plan area but does not apply to Avenues Specific Plan area; and

WHEREAS, on August 20, 2013, City Council approved the Ellis Program Area Finance and Implementation Plan (FIP) pursuant to the DA; and

WHEREAS, the ASP is subject to the Tracy Municipal Code (TMC) for purposes of receiving fee credits and reimbursements for constructing public infrastructure that is also a part of the City's Master Plans; and

WHEREAS, on March 29, 2022, the City Council approved the Vesting Tentative Subdivision Map for Avenues Neighborhood (Avenues VTSM) and associated COA pursuant to Resolution No. 2022-035, with COAs; and

WHEREAS, the COA for Avenues VTSM require the Subdivider to design and construct certain on-site, off-site, and frontage improvements connected with the approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the City's Subdivision Ordinance B, and applicable City Standards; and

WHEREAS, on November 2, 2022, the City issued an administrative grading permit for the Avenues VTSM; and

WHEREAS, on December 6, 2022, the City Council approved, pursuant to Resolution No. 2022-194, an Off-Site Improvement Agreement (OIA) with the Surland Companies and its developers for the grading and construction of Detention Basin 3A; and

WHEREAS, the Subdivider is requesting to phase the VTSM; and

WHEREAS, the first Final Subdivision Tract Map is Avenues Tract 3883, which consists of 335 single-family-home lots, eight landscaped parcels, a 4.39-acre park parcel, and associated streets, alleys, and common landscape parcels; and

WHEREAS, Tract 4126 is a 98 single-family residential lot subdivision, and associated streets and common landscape parcels in conformance with the approved Avenues Tract 3883, 4126, and 4127 Improvement Plan; and

WHEREAS, Tract 4127 is a 47 single-family residential lot subdivision, and associated streets and common landscape parcels in conformance with the approved Avenues Tract 3883, 4126, and 4127 Improvement Plans; and

WHEREAS, the three SIAs will allow the Subdivider to satisfy Section C.5 of the COA; and

WHEREAS, in accordance with the Conditions of Approval, the SIAs authorize the construction of the public streets, utilities, landscaping, and other in-tract improvements that will be constructed by the Subdivider; and

WHEREAS, the improvements would also allow a storm drain stub to the future Ellis Gardens Phase 4 which would allow the existing temporary Ellis Retention Basin to be removed from service and be filled in with dirt, which presently drains from Phase 1A, Phase 1B, Gardens, and Town and Country; and

WHEREAS, a portion of the Ellis retention basin is also the future Ellis school site; this approval, however, would not allow construction of the future Ellis school site since the other civil and utility improvements associated with the future Ellis Gardens Phase 4 improvement plans around the school site would need to be constructed as well and, under State law, school district oversee the design and approval of public schools Council meeting; and

WHEREAS, City Council's approval of the SIAs does not include the approval of each Tract's corresponding final map; and

WHEREAS, among other requirements, the establishment of a CFD (Community Facilities District) for the perpetual fair share funding of the on-going costs of operation, maintenance, repair, and replacement for streetlights, street sweeping, police, public services,

landscaping maintenance, and the storm drain basin is required to be completed prior to the final map per the COA; and

WHEREAS, the Subdivider and staff are currently working on formation of the required CFD or other funding mechanisms to ensure perpetual funding for maintenance, and when the CFD is completed and other COAs are satisfied, staff will present to the City Council an approval of each Tract's final map at a future meeting; and

WHEREAS, the construction of the improvements in the SIAs is funded and performed by the Subdivider, and the specific improvements are more specifically described in those certain improvement plans and landscape plans prepared on behalf of the Developer and approved by the City Engineer; and

WHEREAS, the SIAs and associated Improvement Plans are on file with the City Engineer under Tracking No. ENG22-0004; and

WHEREAS, the frontage improvements on Valpico Road within the project boundary are included as part of this SIA, and the additional improvements on Valpico Road outside of the project boundary are only included in the plan set for Tract 3883 for reference; and

WHEREAS, there will be no fiscal impact associated with this action, as the improvements that are the subject of the SIAs between the City and the Subdivider will be funded and performed by the Subdivider, and the Subdivider has paid the applicable engineering review fees which include the cost of review of the Improvement Plans and processing the three SIAs; and

WHEREAS, the Subdivider will receive storm drainage fee credits for work outlined in the SIA for Tract 3883 in the amount of $1,841,958.92, and there are no fee credits for Tract 4126 and Tract 4127; and

WHEREAS, the Subdivider has executed the SIAs and has posted the required securities to guarantee completion of the improvements; now, therefore be it

RESOLVED: That the City Council of the City of Tracy hereby 1) approves a Subdivision Improvement Agreement between the City and Woodside 05N, L.P. (Subdivider), a California Limited Partnership, for the Avenues Neighborhood Tract 3883; 2) approves a Subdivision Improvement Agreement between the City and Subdivider for the Avenues Neighborhood Tract 4126; 3) approves a Subdivision Improvement Agreement between the City and Subdivider for the Avenues Neighborhood Tract 4127; and 4) authorizes the City Clerk to file the three Subdivision Improvement Agreements with the Office of the San Joaquin County Recorder; and be it

FURTHER RESOLVED: That upon completion of all improvements, the City will not accept the public improvements until the final maps are recorded with the San Joaquin County Recorder; and be it

FURTHER RESOLVED: That the City Council finds that the work authorized under the SIAs for Tract 3883, Tract 4126, and Tract 4127 are consistent with the Final Initial

Study/Mitigated Negative Declaration (State Clearing House Number 20180702045), adopted by the City Council on September 4, 2018, by Resolution No. 2018-180. Pursuant to CEQA Guidelines Section 15162, the project is exempt from further environmental review.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of December 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

December 5, 2023

Agenda Item 1.P

RECOMMENDATION

Staff recommends that City Council adopt a resolution approving an Offsite Improvement Agreement between the City and Lennar Homes of California, LLC for public roadway improvements for Tracy Hills Drive 1B-2, required as part of the Conditions of Approval, for the Final Map previously approved for Tract 4114 of Tracy Hills Phase 1B.

EXECUTIVE SUMMARY

This item involves the approval of the Offsite Improvement Agreement (OIA) for the construction of Tracy Hills Drive 1B-2 from the roundabout at Ironwood Street to Andrew Camilleri Avenue. Tracy Hills Drive 1B-2 is a public roadway located within Tracy Hills Phase 1B, within the Tracy Hills Specific Plan Area. Council's approval of the OIA will authorize Lennar Homes of California, LLC (Developer) to continue with constructing Tracy Hills Drive 1B-2 roadway improvements as conditioned by the Conditions of Approval for the Vesting Tentative Subdivision Map for Tracy Hills Phase 1B.

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 C**). The Final Map for Tract 4114 is part of the VTSM for Tract 4004. The Tracy Hills Phase 1B project is located in the Tracy Hills Specific Plan Area situated on approximately 309.9 acres. The residential development consists of 432 residential single-family lots and is generally bordered by the Tracy Hills Phase 1A to the east, the California Aqueduct to the north, and Interstate 580 to the south. On July 21, 2021, the City of Tracy issued an administrative grading permit for Tracy Hills Phase 1B.

On August 23, 2021, the City Manager, as authorized by the emergency COVID ordinance, approved several Inspection Improvement Agreements (IIA) for Tracts 4083, 4084, 4085, and 4086. The IIAs authorized the Developer to begin constructing in-tract civil improvements for underground water, sewer, storm drain, curb and gutter, and sidewalks for only these four tracts. Through an IIA, the City was allowing developers to construct improvements in plans that had not been officially approved by the City Engineer as the in plan check processes for such plans were still underway. The City is no longer allowing IIAs as they are not legally sound nor consistent with best practices in this State.

While constructing what was authorized under these older IIAs, the Developer also prematurely began constructing unauthorized improvements for these four tracts such as joint trench, streetlights, landscaping, and irrigation. Furthermore, at some point during construction activities for these four tracts, the Developer started constructing improvements related to the plans under review in this OIA approval for Tract 4114: Tracy Hills Drive 1B-2.

Subsequently, City staff presented 5 resolutions for the 5 final tract maps to the City Council for approval. These maps represent the final map phasing for Tracy Hills Phase 1B. Along with these final maps, staff also presented to the City Council, for concurrent approval, Subdivision

Improvement Agreements (SIAs) after the Developer had completed the following:

1) Designing and addressing all comments related to the improvement plans,
2) Providing a construction set of improvement plans for the City Engineer's signature,
3) Providing a signed and notarized original of each subdivision improvement agreement (SIA),
4) Providing the faithful performance bond, labor and material bond, warranty bond, and monument bonds,
5) Providing the required insurance certificates and endorsements, and
6) Paying all fees.

The Council date and resolution number that approved the final tract maps and allowed each SIA to be recorded with the San Joaquin County Recorder's Office (SJRO) are as follows:

1) Tract 4083 pursuant to Resolution No. 2021-148 on October 19, 2021;
2) Tract 4084 pursuant to Resolution No. 2021-149 on October 19, 2021;
3) Tract 4085 pursuant to Resolution No. 2022-002 on January 18, 2022;
4) Tract 4086 pursuant to Resolution No. 2022-001 on January 18, 2022; and
5) Tract 4114 pursuant to Resolution No. 2023-011 on January 17, 2023.

Although the Developer prematurely had started constructing joint trench, streetlights, landscaping and irrigation without authorization, the City Council subsequently approved the relevant SIAs authorizing the construction of these improvements. Staff is now implementing new procedures to ensure that applicants do not prematurely commence construction of improvements until the City Engineer has signed the relevant plans and the City Council has approved the relevant agreements, in accordance with the Tracy Municipal Code (TMC).

Also, on October 19, 2021, at the same time as two of the Final Maps (Tracts 4083 and 4084) the City Council approved a Deferred Improvement Agreement (DIA) for Tracy Hills Phase 1B pursuant to Resolution No. 2021-151 (**Attachment D**). This DIA did not include requisite bonding and the City, mistakenly, relied on this document as a means of complying with the Subdivision Map Act. To correct that error, staff revised the version of the DIA that had been approved by the City Council, obtained requisite bonding, and recorded that version of the DIA at the SJRO on July 25, 2022, instrument number 2022-089184 (**Attachment D-1**).

Furthermore, on October 18, 2022, the City Council approved the first amendment to the revised version of the DIA, pursuant to Resolution No. 2022-158, to memorialize neighborhood park fee credits.

Then on September 19, 2023, the City Council approved, pursuant to Resolution No. 2023-196, an SIA to construct the neighborhood public park for Tracy Hills Phase 1B, with instrument number 2023-004190. This neighborhood park is a COA under the Final Map and is under construction. The COA requires the park to be completed and accepted by the City Council before final inspection of the 180th dwelling unit. No further building permits may be issued until that requirement is satisfied.

As noted in the September 19, 2023 staff report for the SIA, staff indicated that it was analyzing the status of improvements yet to be constructed under the DIA and/or COAs, and ascertaining how best to unwind and replace the DIA with instruments that better comply with the Subdivision Map Act. The analysis is ongoing, and staff anticipates returning to the City Council at a future date.

ANALYSIS

The VTSM requires, among other things, that the Developer complete construction of the subject of this approval: public roadway Tracy Hills Drive 1B-2 from the roundabout at Ironwood Street to Andrew Camilleri Avenue (Improvements). This approval is also pursuant to Section C.2.7.2, C2.7.3, C.3.6, and C3.9 of the COAs. Each COA requirement is further defined below:

1) C2.7.2: Developer shall dedicate the right-of-way to the City in fee;
2) C2.7.3: Developer shall construct both in-tract roadway improvements and the Improvements;
3) C.3.6: Generic condition for Developer to enter into an SIA for any uncompleted improvements; and
4) C.3.9: Generic condition for Developer to provide security bonds.

Items 1 and 2 listed above do not have a timing requirement and the interior streets for Phase 1B are listed in each separate SIA. Without a timing requirement, the required public improvement needs to be completed by the earlier of the date a final map approval occurs (if an SIA is not approved concurrently) or, if the improvement is a mitigation measure, when the impact is required to be mitigated under the relevant environmental documents. Items 3 and 4 are due prior to a final map approval, and under the Subdivision Map Act, final maps can only be approved by a legislative body if the City also enters into legally binding agreements, with requisite financial security, for any uncompleted public improvements. The City attempted to satisfy this State law requirement with the previously mentioned DIA. Staff is currently evaluating how to improve compliance with the State law, as an OIA and SIA are the appropriate instruments and identified in the TMC as well.

The additional public right-of-way necessary for the Improvements was dedicated to the City, and accepted by the City Clerk (subject to completion of improvements), on the Final Map for Tract No. 4114, Tracy Hills Village 11B, filed April 13, 2023, in Book 44 of Maps and Plats, at Page 64, with SJRO (**Attachment F**). After the City Council's acceptance of Tract 4114 improvements, and filing of a notice of completion, the City would complete the dedication of fee interest. In addition, a separate irrevocable offer of dedication of fee interest with an instrument number of 2022-109603 (**Attachment G**) was recorded but the document did not include a City Clerk's acceptance certificate. Without this separate dedication, there will be a gap in the right-of-way from Tracy Hills Phase 1A to Tracy Hills Phase 1B. In a future meeting, staff will present to the City Council an item to correct this error and accept this dedication.

The Improvements are more specifically described in those certain improvement plans and specifications prepared on behalf of the Developer by their design professional. The Developer has addressed all comments.

As noted above, at some point during construction activities for portions of the VTSM, the Developer started constructing the Improvements related to the plans under review in this approval: Tracy Hills Drive 1B-2 from the roundabout at Ironwood Street to Andrew Camilleri Avenue. This segment of Tracy Hills Drive, while nearly complete, was constructed without an IIA or an OIA (which, under the TMC, only the City Council may approve) and therefore lacked proper City authorization and approved plans signed off by the City Engineer. Staff recognizes this is an unfortunate oversight and is implementing new procedures to prevent this from happening again. At this point, approval of this OIA is still needed to ensure that the developer is held responsible for completing the improvements in accordance with the plans that have now been approved by the City Engineer and that the City has adequate financial security and warranties for developer's work.

The developer has executed the OIA and has submitted the required security bonds to guarantee conclusion of the subject Improvements. The OIA and Improvement plans are on file with the City Engineer under Tracking No. ENG21-0009.

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 OIA.

There are no fee credits associated with the OIA.

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 the OIA is not required.

COORDINATION

This staff report was prepared by the Development Services – Engineering Division and the City Attorney's Office. No additional coordination was required for the preparation of this report.

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 Drive 1B-2 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 approving an Offsite Improvement Agreement between the City and Lennar Homes of California, LLC for public roadway improvements for Tracy Hills Drive 1B-2, required as part of the Conditions of Approval, for the Final Map previously approved for Tract 4114 of Tracy Hills Phase 1B.

Prepared by: Al Gali, Associate Engineer
Danis Isho, PE, SE, Senior Civil Engineer

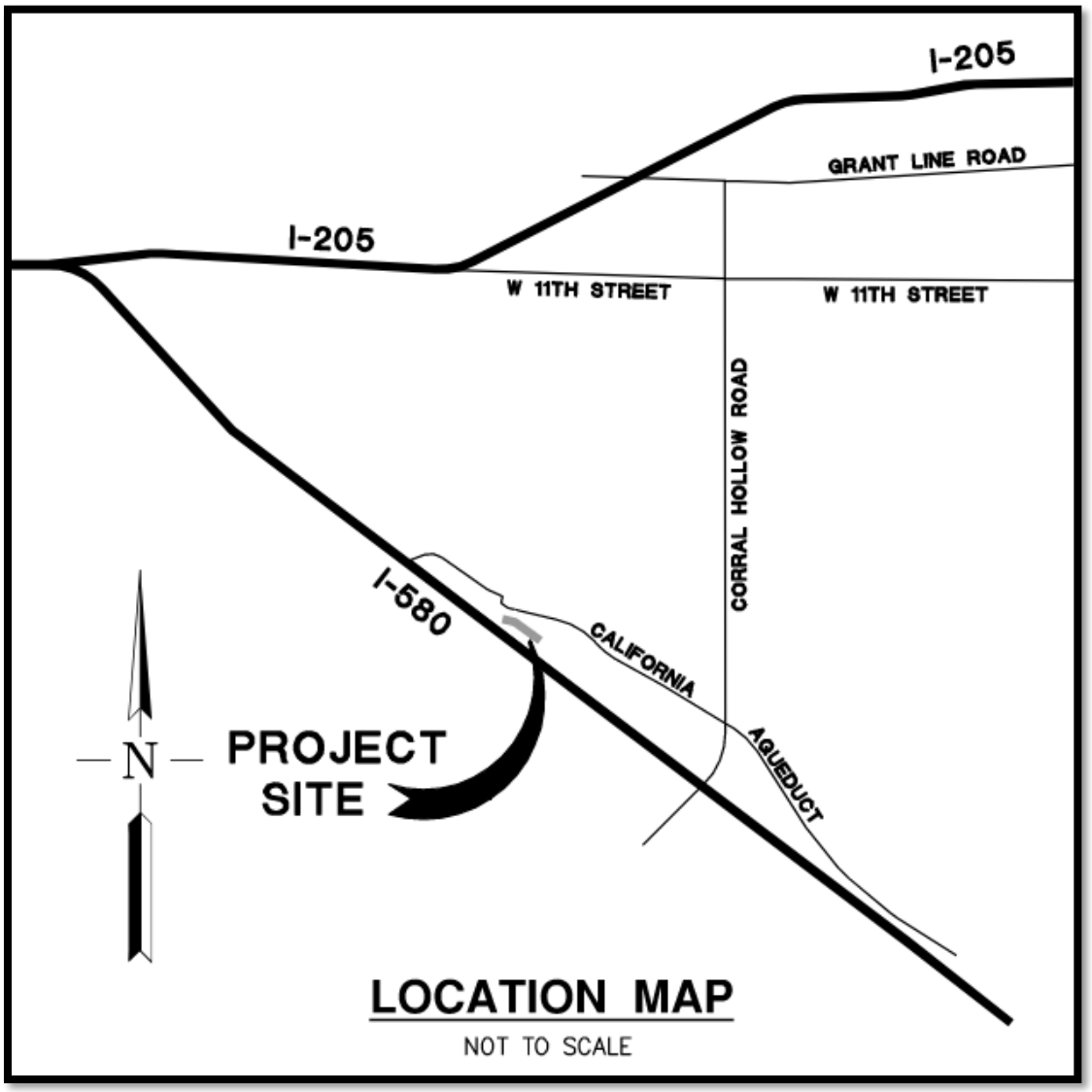
Reviewed by: Koosun Kim, PE, City Engineer / Assistant Director of Development Services
Sara Cowell, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – Project Location
Attachment B – Off-site Improvement Agreement for Tracy Hills Drive 1B-2
Attachment C – Vesting Tentative Map
Attachment D – Deferred Improvement Agreement
Attachment D-1 – revised Deferred Improvement Agreement
Attachment E – Amendment No. 1 to Deferred Improvement Agreement
Attachment F – Tract 4114
Attachment G – Irrevocable Offer of Dedication of Fee Interest

ATTACHMENT A
Location Map



CITY OF TRACY
OFFSITE IMPROVEMENT AGREEMENT FOR
FOR TRACY HILLS DRIVE 1B-2 IMPROVEMENTS

This **OFFSITE IMPROVEMENT AGREEMENT** ("**Agreement**") is made and entered into by and 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 roadway improvements known as the **Tracy Hills Drive 1B-2 Improvements** that are to be constructed within the Tracy Hills Drive right-of-way, as more particularly depicted in Exhibit "**A**" attached hereto and incorporated herein by reference (hereinafter "**Project**").

B. The public right-of-way for the Project was dedicated on the final subdivision map for Tract No. 4114, Tracy Hills Village 11B, filed April 13, 2023, in Book 44 of Maps and Plats, at Page 64, San Joaquin County Records.

C. The Project is geographically located within the boundaries of the Tracy Hills Specific Plan Area, which was approved by City Council on April 5, 2016.

D. The Project is within portions of the real properties comprising the 432-lot residential development known as Tracy Hills Phase 1B, as more particularly described in Exhibit "**B**" attached hereto.

E. On November 10, 2020, 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**").

F. The approval of the Tentative Map by City Council was subject to specified conditions of approval ("**Conditions**"). The Conditions, attached hereto as Exhibit "**C**", describe, among other things, improvements that are required for approval of the Final Subdivision Maps pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.

G. The Project is more specifically described in those certain Improvement Plans and Specifications submitted by Developer and approved by the City Engineer consisting of (a) nine (9) sheets of improvement plans titled "Improvement Plans, Tracy Hills Drive 1B-2, Tracy Hills Phase 1B", Sheets C-0.01 through EC-5.01, prepared by Ruggeri-Jensen-Azar; (b) five (5) sheets of joint trench plans titled "Joint Trench Composite Plan, Tracy Hills Phase 1B, Tracy Hills Drive 1B-2", Sheets JT1.0 through JT5.0, prepared by Power Systems Design; and (c) four (4)

sheets of street lighting plans titled "Street Lighting Plan Set, Tracy Hills Phase 1B, Tracy Hills Drive 1B-2", Sheets SL1.0 through SL4.0, prepared by Power Systems Designs (collectively, the "**Work**"). The Plans and Specifications comprising the Work are on file with the City Engineer under Tracking No. ENG21-0009 and incorporated herein by reference.

H. Because the Work described above and in the Plans and Specifications has 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 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). To the extent applicable, all of the Work shall be performed by Developer in accordance with the requirements of the State prevailing wage laws.

Developer shall perform all Work at the locations and grades shown on the Plans and Specifications. Developer (a) has acquired any necessary easements or rights-of-way, or (b) has entered into a separate Agreement with the City to acquire the necessary easements or rights-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 the Agreement, in compliance with the requirements in Section 2.1. Effective Date is defined as the date on with the City executes the Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

2.1. Commencement of Work. No later than fifteen (15) days 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.

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 **$1,409,950.00** 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 $ of **$1,409,950.00** 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 **$140,995.00** 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 **$3,000.00** 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.

7.3.4. Commence a legal action to enforce the terms of this Agreement.

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. Repair of Any Damage. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.

10. 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 not 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 Project pursuant to the DA and Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

11. 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. Exhibit "**D**" attached hereto includes the initial contact information referenced in this Section 11.

12. 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.

13. 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.

14. 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

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Engineer
notice@cityoftracy.org

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376
Attn: City Engineer
attorney@cityoftracy.org

To Developer:

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:

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.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. Entire Agreement; 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. Project Location (Recital A)
B. Legal Description of Property (Recital D)
C. Conditions of Approval (Recital F)
D. Developer's Authorized Representatives (Section 11)

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.

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

[SIGNATURES ON NEXT PAGE]

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 M. Patel, City Attorney

Developer

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

_____
By: Bridgit Koller
Title: Vice President

Date: 9/19/23

Federal Employer Tax ID No. 93-1223261

Attachment C

VESTING TENTATIVE MAP - TRACT 4004
TRACY HILLS - PHASE 1B

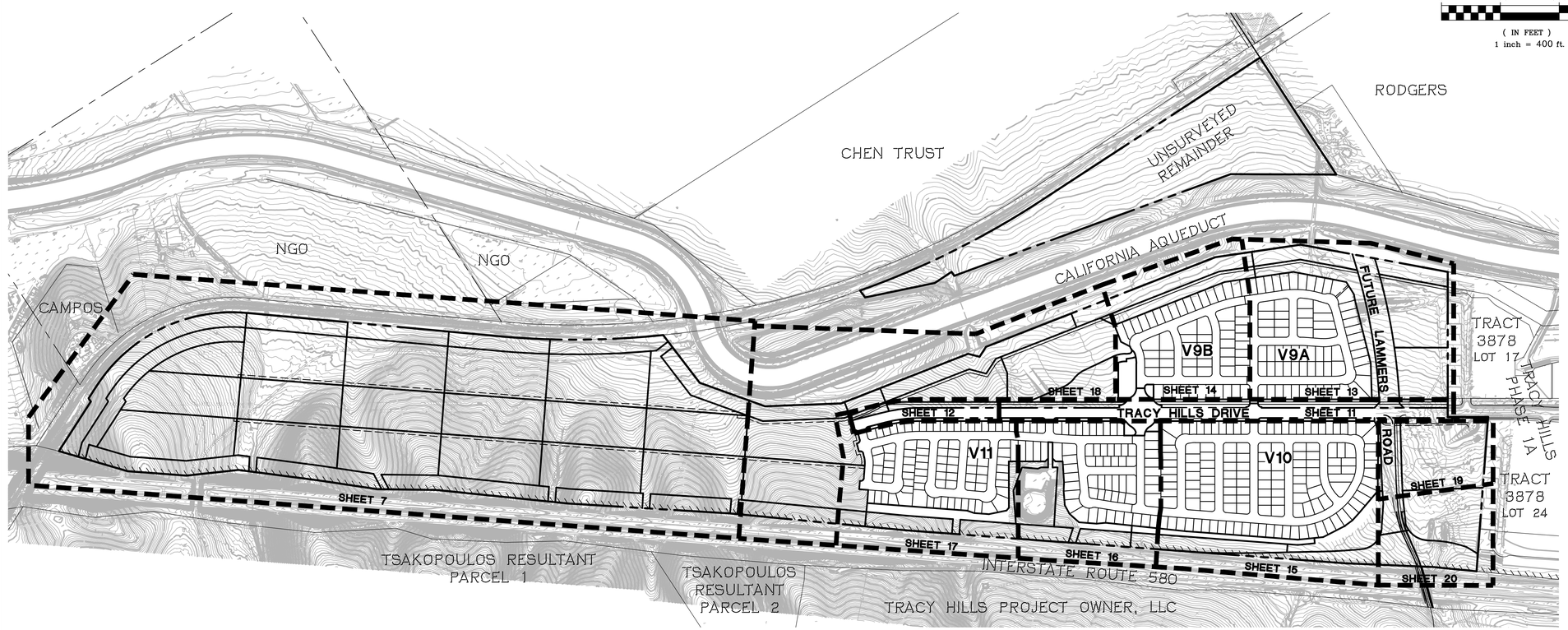
CITY OF TRACY, COUNTY OF SAN JOAQUIN, CALIFORNIA

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.

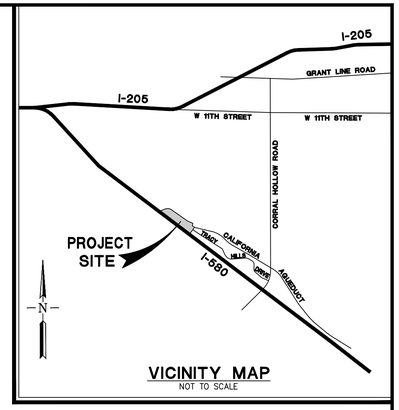
BENCHMARK:

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

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.

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

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

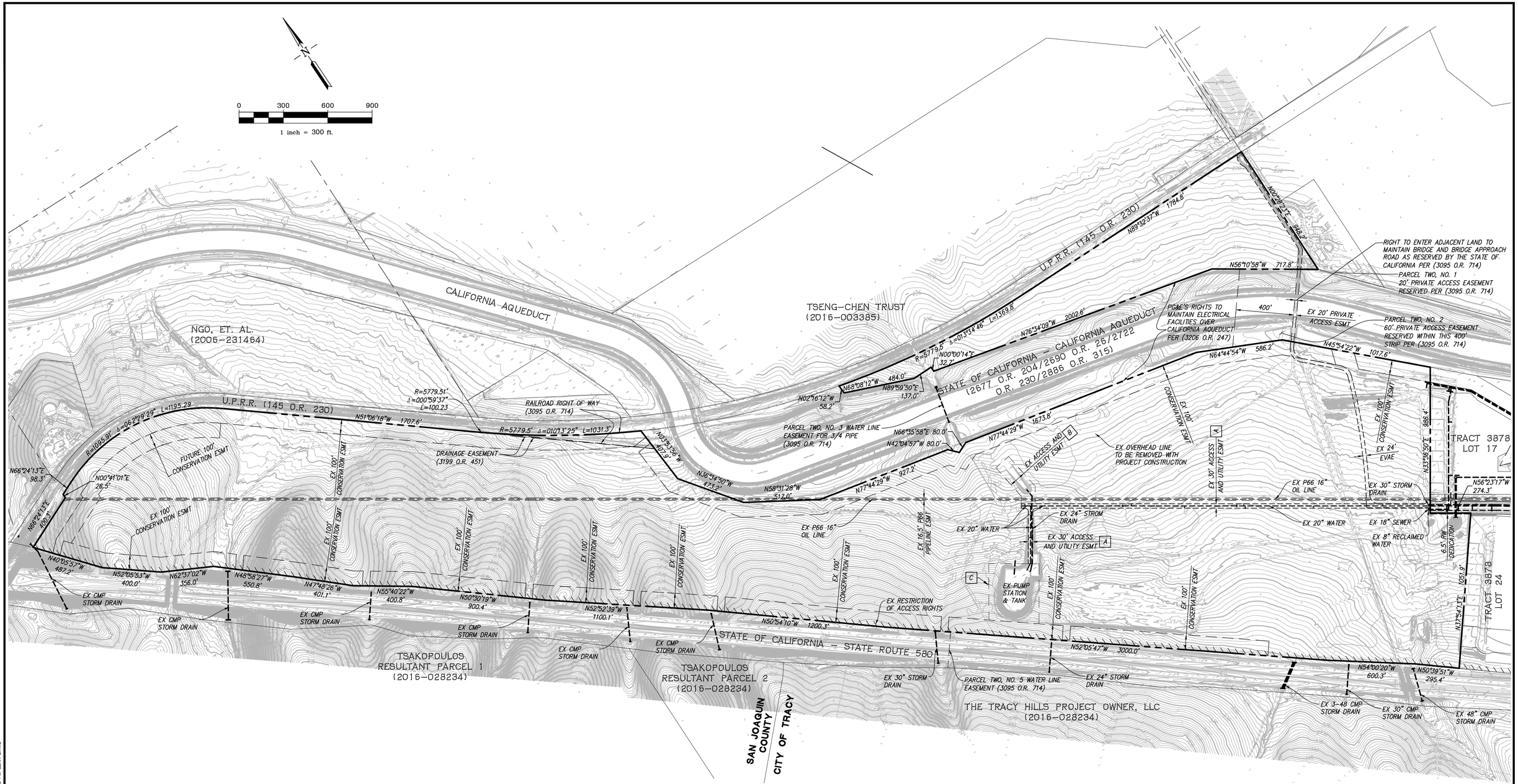
OWNER/DEVELOPER

_____ _____
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

Q:\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)

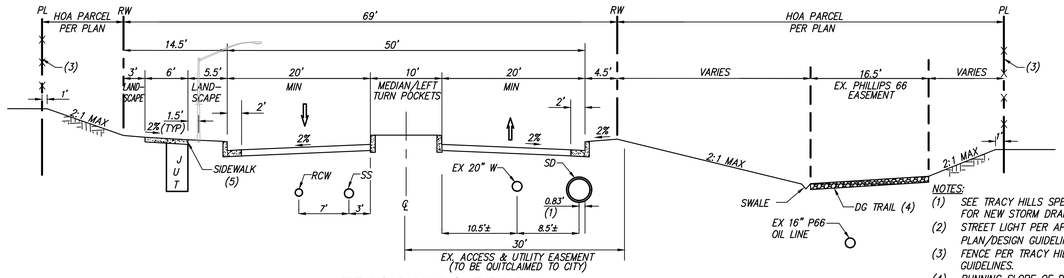
VESTING TENTATIVE MAP - TRACT 4004
EXISTING CONDITION PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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 2 OF 20

C:\JOBS\185\185011\TENTATIVE MAP\TENT-MAP SHEETS\02-EX-185011PM.DWG 9/16/2020 7:41:40 PM SEAN DAVIS

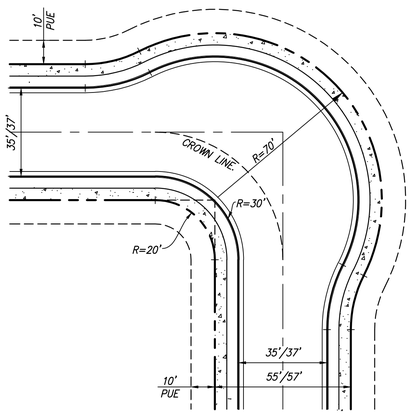


TRACY HILLS DRIVE (6)

NO SCALE

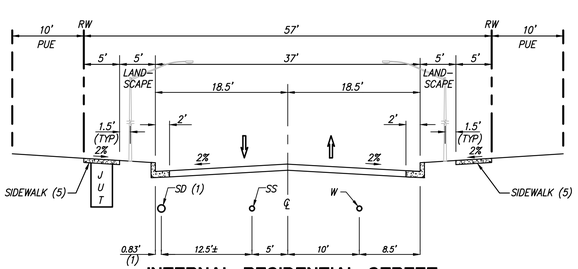
NOTES:

(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.



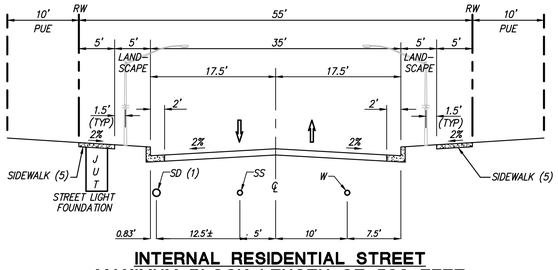
KNUCKLE DETAIL

SCALE: 1"=30'



INTERNAL RESIDENTIAL STREET

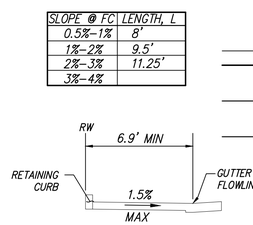
NO SCALE



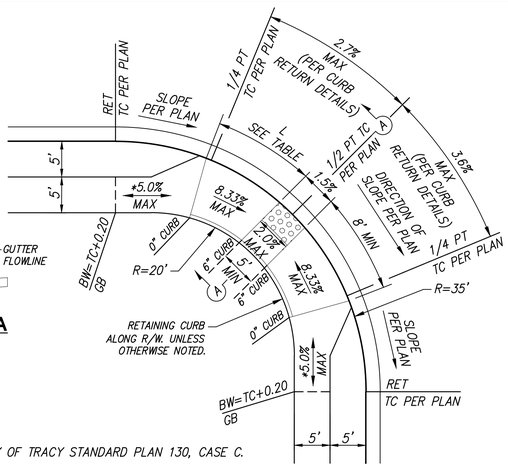
INTERNAL RESIDENTIAL STREET MAXIMUM BLOCK LENGTH OF 500 FEET

NO SCALE

SLOPE @ FC	LENGTH, L
0.5%–1%	8'
1%–2%	9.5'
2%–3%	11.25'
3%–4%	



SECTION A-A

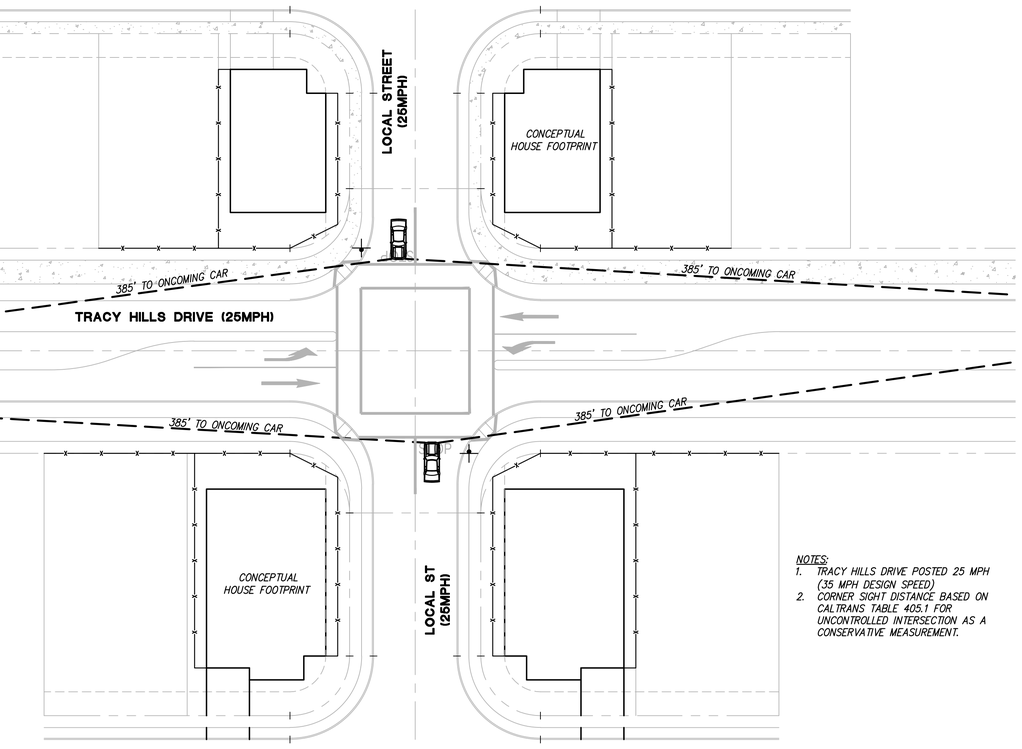


NOTES:

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

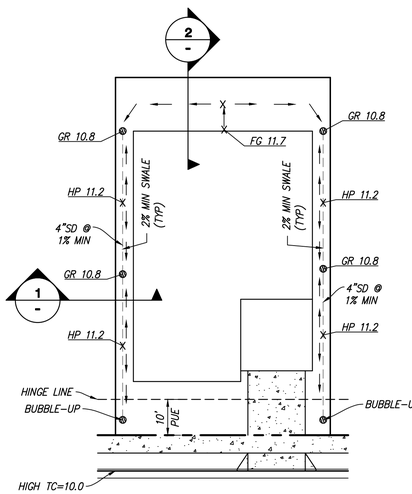


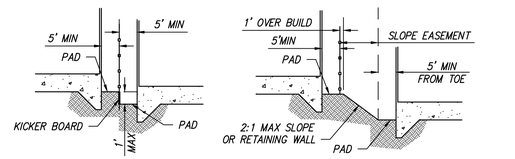
NOTES:

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.

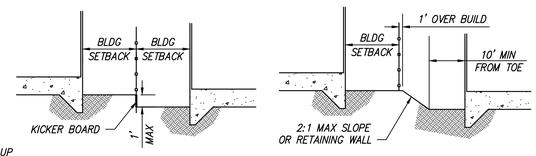
SIGHT DISTANCE DETAIL

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

G:\JOB2018\185011\TENTATIVE MAP\TENT-MAP SHEETS\03-ST-185011TM.DWG 9/30/2020 2:06:36 PM SEAN DAVIS

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

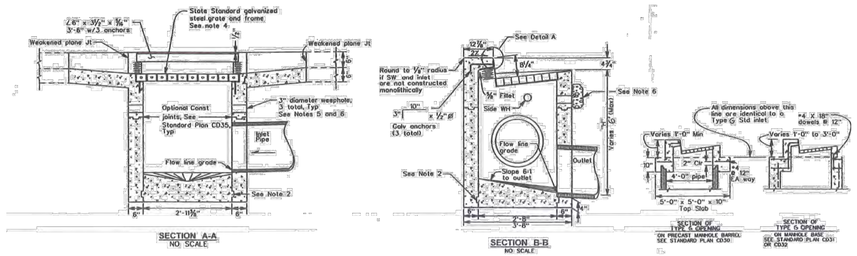
VESTING TENTATIVE MAP - TRACT 4004

RESIDENTIAL LOT AREA SUMMARY - 432 LOTS

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

G:\JOB2018\185011\TENTATIVE MAP\TENT-MAP SHEETS\04-RA-185011VMLDWG 9/16/2020 7:42:24 PM SEAN DAVIS



TABLE

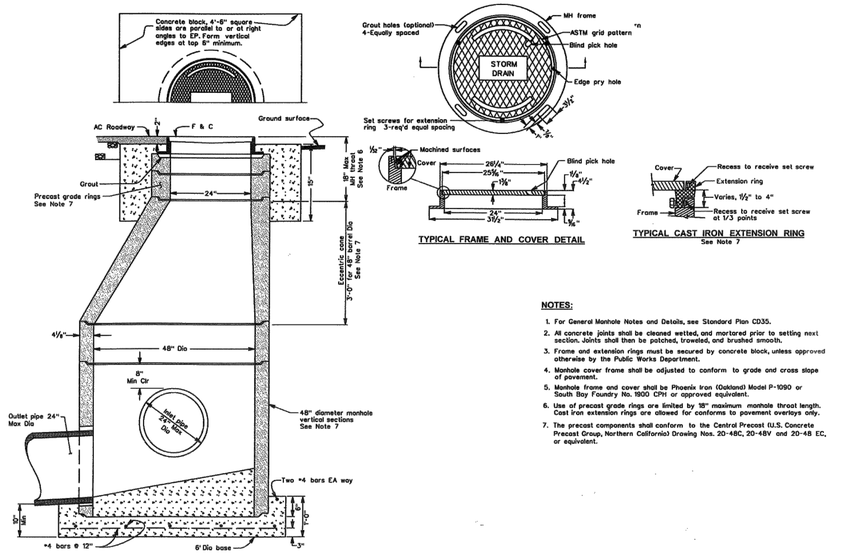
DIMENSION "A" (in)		
LONGITUDINAL CURB GRADE	"A" UPSTREAM	"A" DOWNSTREAM
2% and less	24	24
3%	36	24
4%	48	24
5%	60	24
6%	72	24
7%	84	12
8%	96	12
9%	108	12
10% and greater	120	12

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.

CD 27 - TYPE "G" INLET

NO SCALE

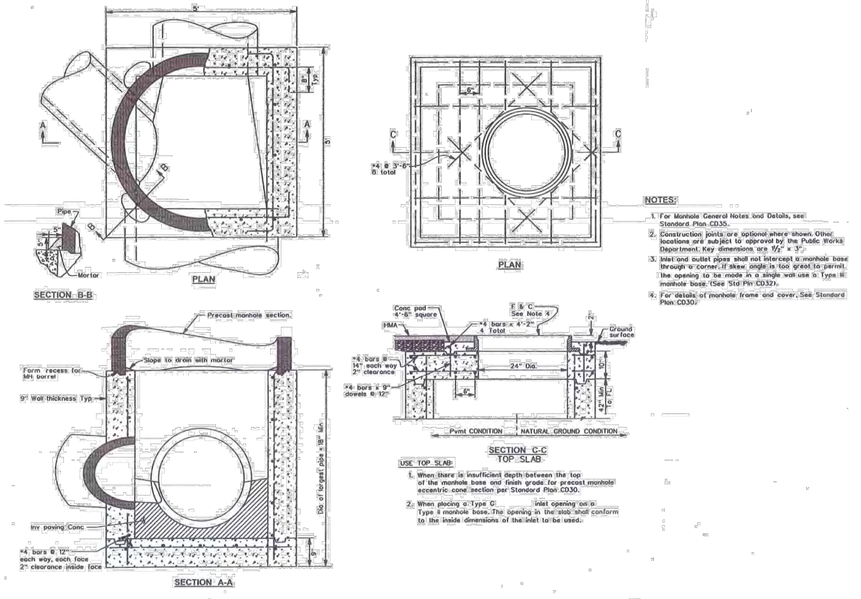


NOTES:

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.

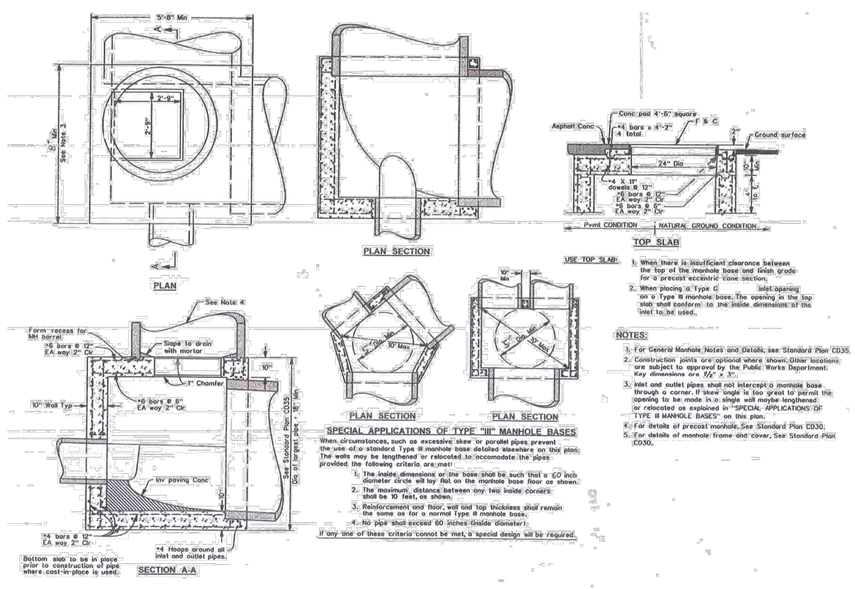
CD 30 - TYPE 1 MANHOLE

NO SCALE



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.

CD 32 - TYPE III MANHOLE BASE

NO SCALE

VESTING TENTATIVE MAP - TRACT 4004

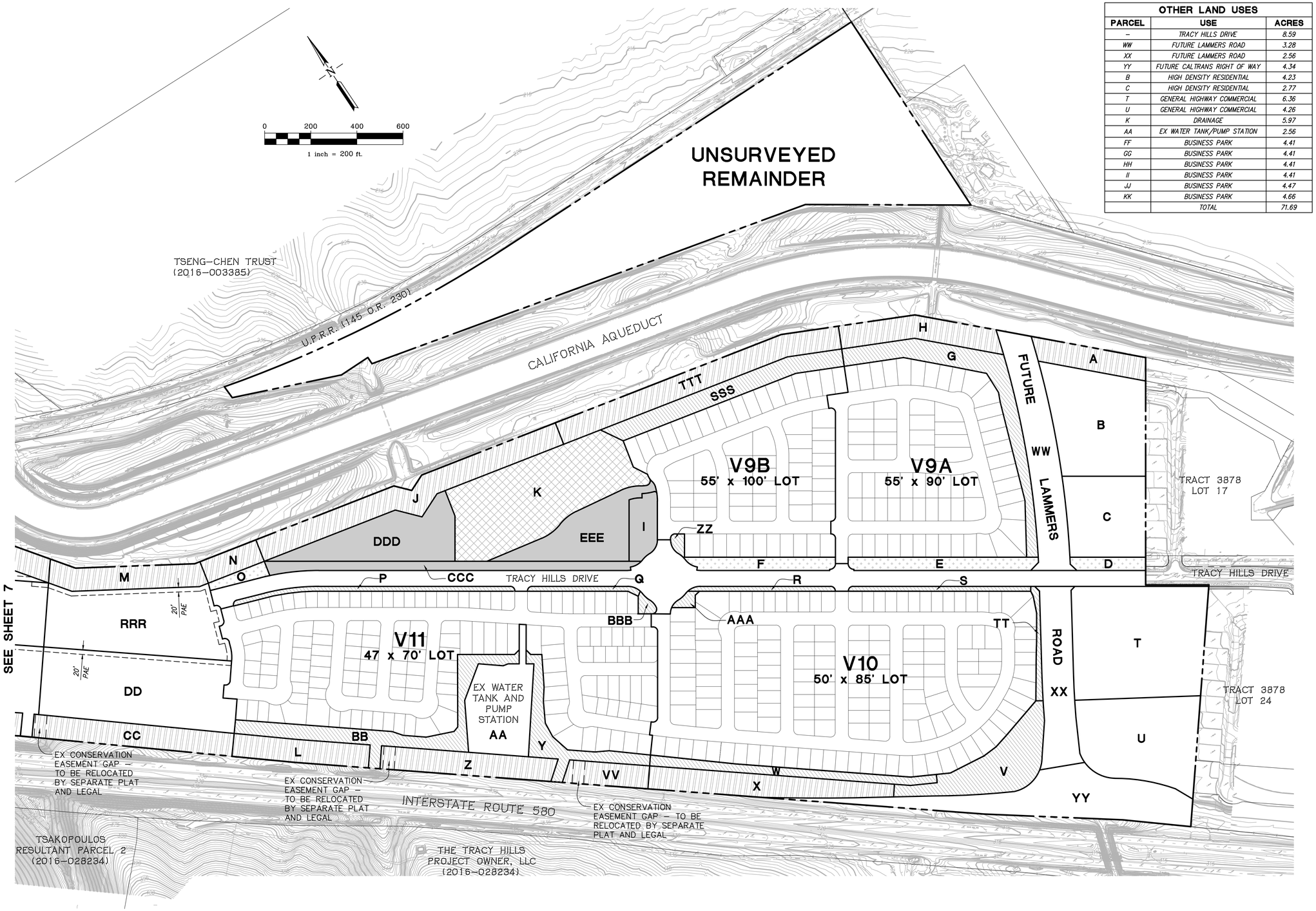
STORM DRAIN DETAILS

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(NL).DWG 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)

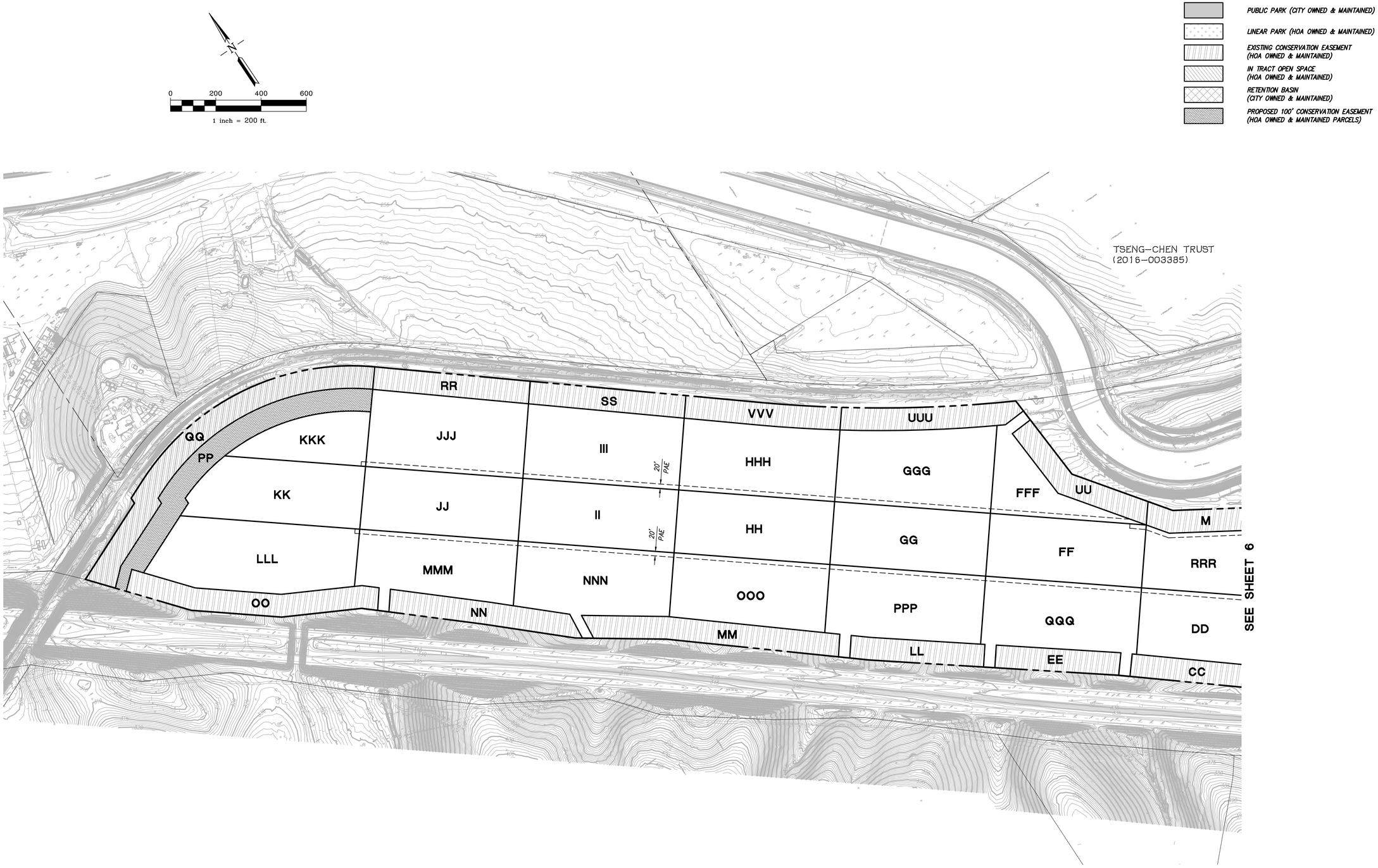
VESTING TENTATIVE MAP - TRACT 4004
OWNERSHIP EXHIBIT

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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 6 OF 20

G:\JOB2018\185011\TENTATIVE MAP\TENT-MAP SHEETS\06-OWN-185011PLOWG 9/16/2020 7:42:17 PM SEAN DAVIS



VESTING TENTATIVE MAP - TRACT 4004

OWNERSHIP EXHIBIT

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 7 OF 20

C:\JOBS\2018\185011\TENTATIVE MAP\TENT-MAP SHEETS\07-OWN-185011VM.DWG 9/16/2020 7:42:16 PM SEAN DAHS

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.

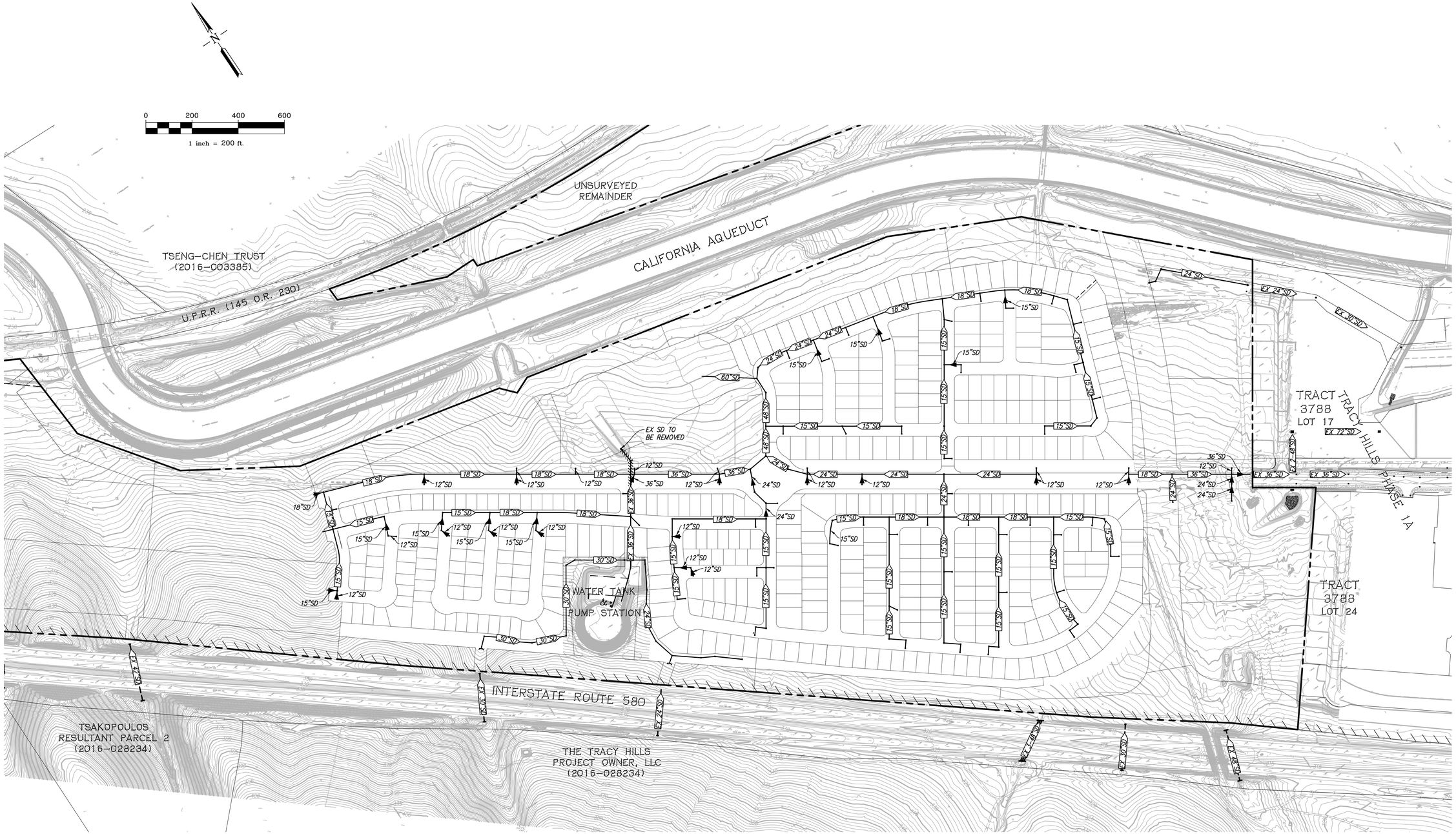
VESTING TENTATIVE MAP - TRACT 4004
OVERALL SANITARY SEWER PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
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 8 OF 20

© L:\2020\185011\TENTATIVE MAP\TENT-MAP SHEETS\08-SS-185011VTM.DWG 9/16/2020 7:42:15 PM SEAN DAVIS



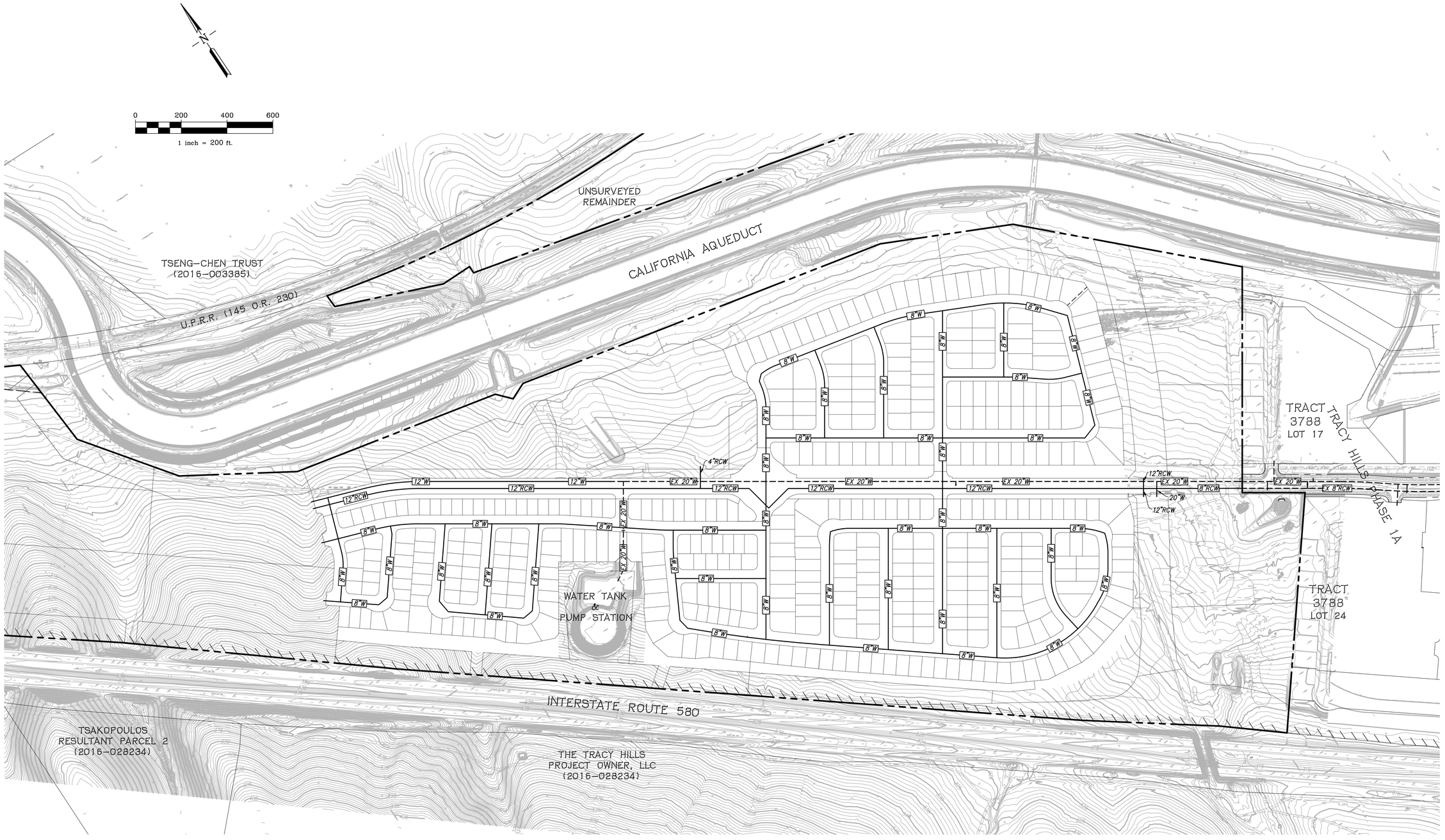
NOTES:
1. STORM DRAIN SYSTEM LAYOUT SHOWN IN INDIVIDUAL VILLAGES IS SCHEMATIC. ULTIMATE DESIGN/LAYOUT TO BE APPROVED BY THE CITY AS PART OF IMPROVEMENT PLANS.

VESTING TENTATIVE MAP - TRACT 4004
OVERALL STORM DRAIN SYSTEM PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

G:\2020\185011\TENTATIVE MAP\TENT-MAP SHEETS\09-SD-185011TVM.DWG 9/30/2020 4:50:47 PM JEAN DAVIS



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

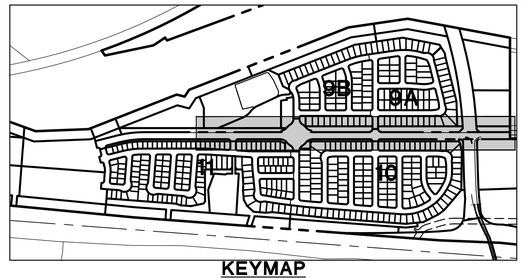
OVERALL WATER SYSTEM PLAN

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

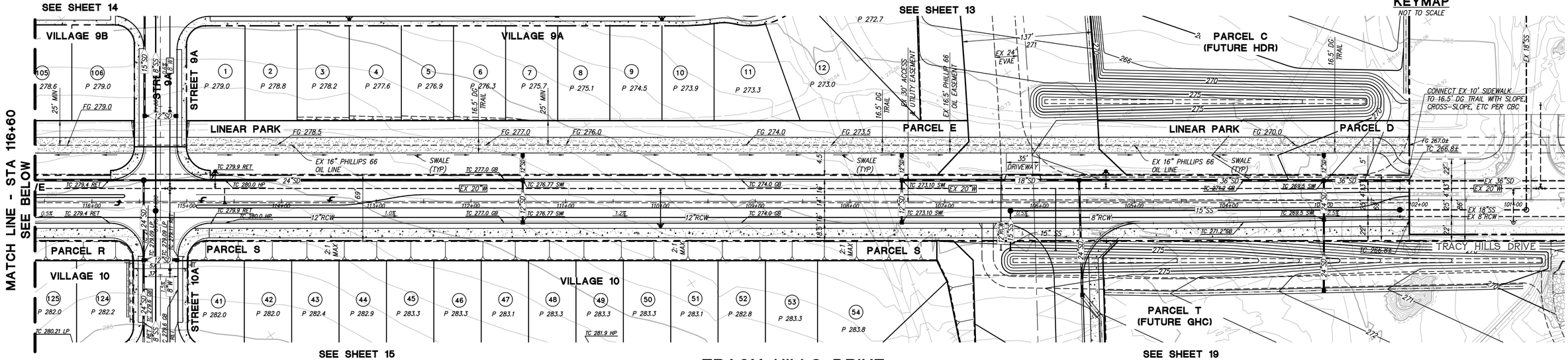
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 10 OF 20

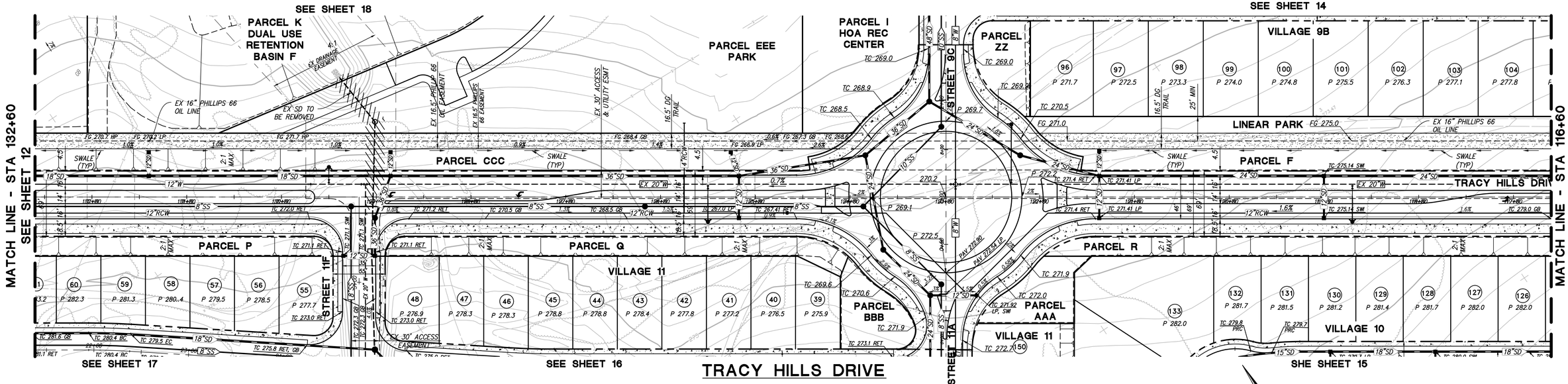
G:\JOBS2018\185011\TENTATIVE MAP\TENT-MAP SHEETS\10-WS-185011TMJOWC 9/30/2020 4:48:00 PM SEAN DAVIS



KEYMAP
NOT TO SCALE



TRACY HILLS DRIVE



TRACY HILLS DRIVE

VESTING TENTATIVE MAP - TRACT 4004

TRACY HILLS DRIVE (STA 102+09 TO STA 132+60)

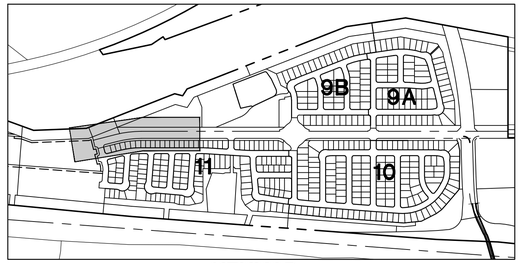
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

0 50 100 150
1 inch = 50 ft.

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

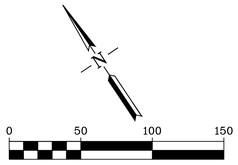
DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 11 OF 20

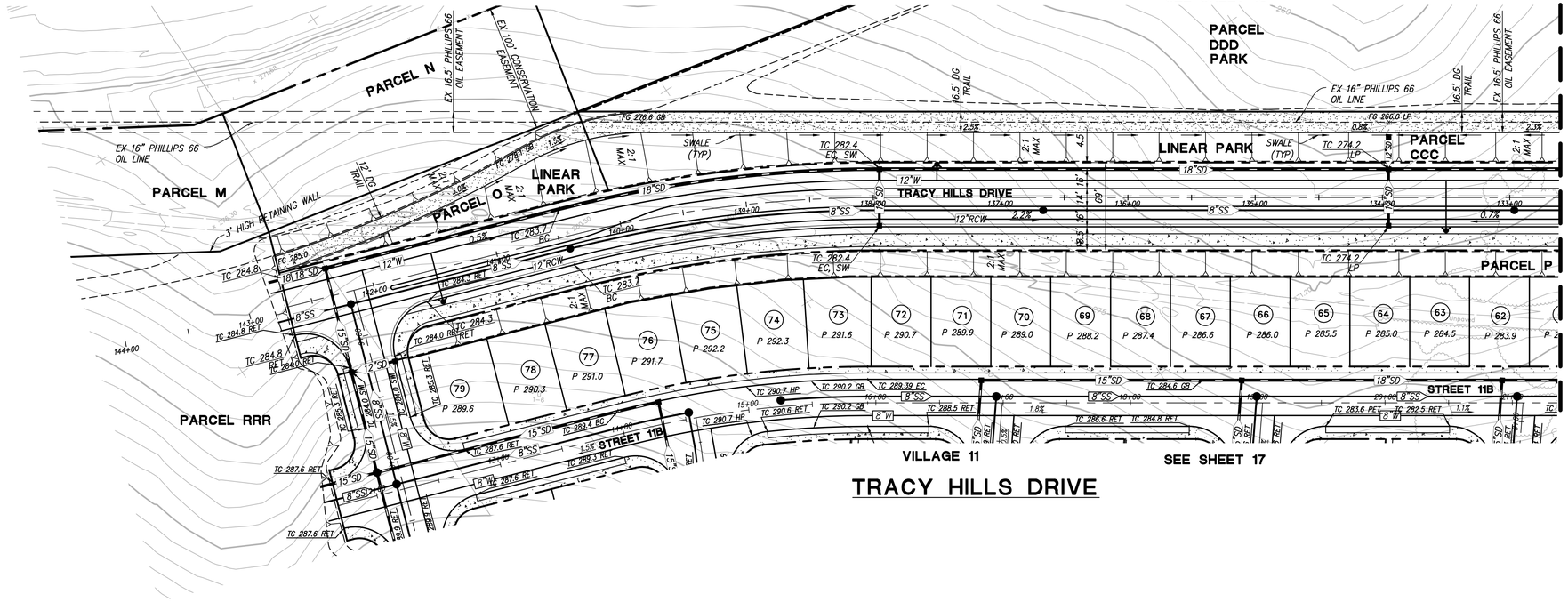
G:\2020\185011\ENTATIVE MAP\TENT-MAP SHEETS\11-TVD-185011.DWG 9/30/2020 4:39:25 PM SEAN DAVIS



KEYMAP

NOT TO SCALE





TRACY HILLS DRIVE

VESTING TENTATIVE MAP - TRACT 4004

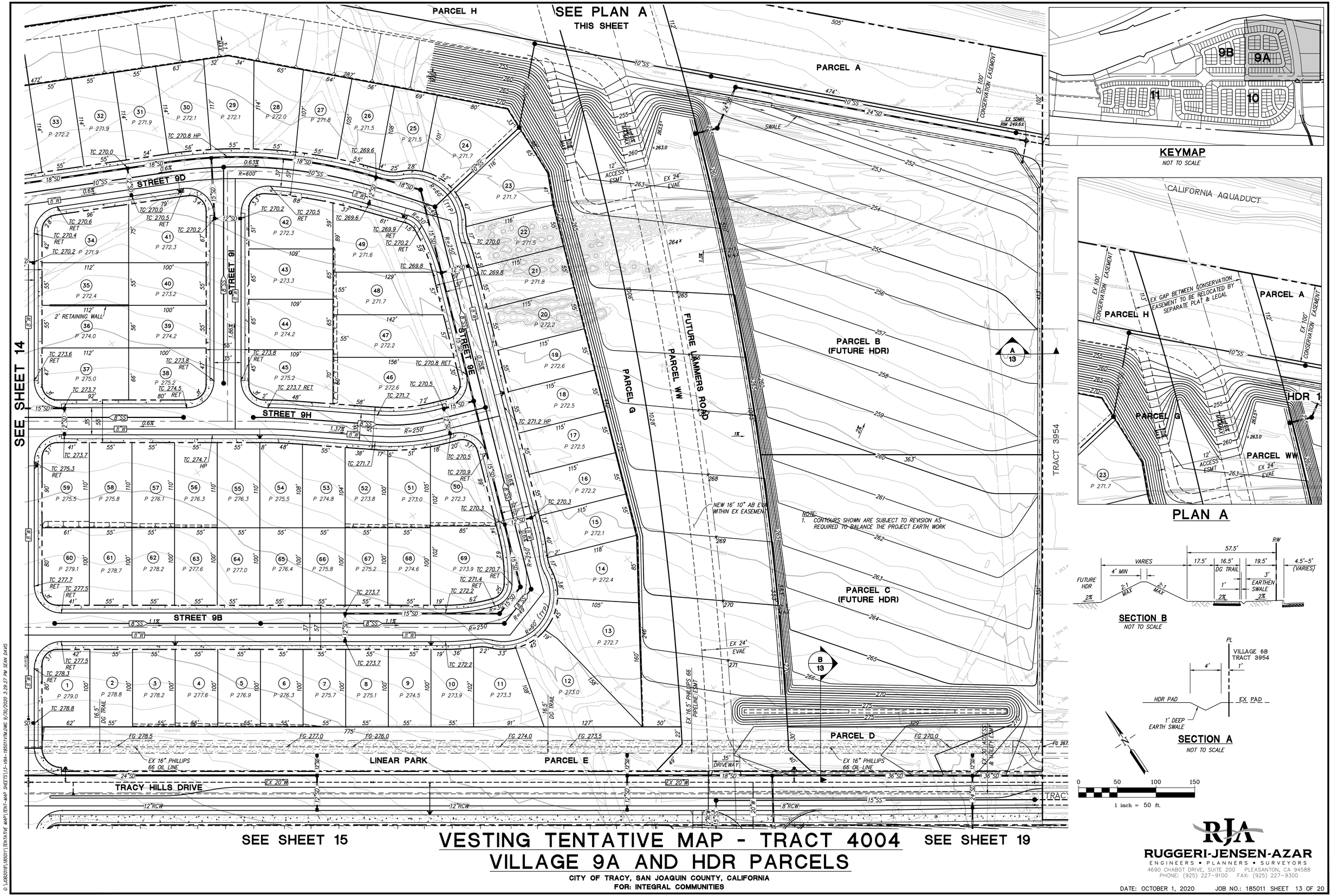
TRACY HILLS DRIVE (STA 132+60 TO STA 142+70)

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

O:\JOB2018\185011\TENTATIVE MAP\TENT-MAP SHEETS\12-TMD-185011VNLDWG 9/30/2020 4:06:37 PM SEAN DAVIS



KEYMAP
NOT TO SCALE

PLAN A

SECTION B
NOT TO SCALE

SECTION A
NOT TO SCALE

0 50 100 150
1 inch = 50 ft.

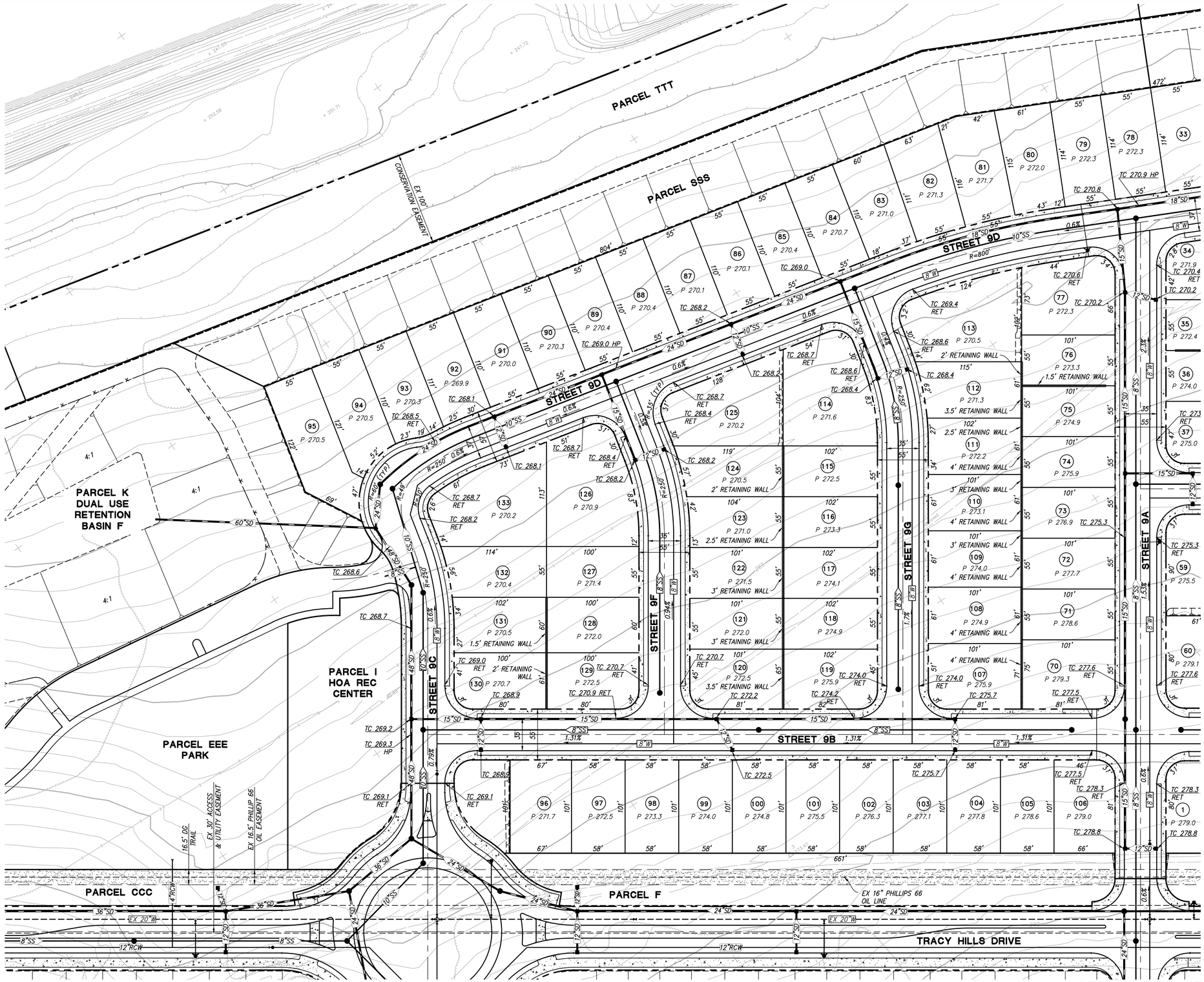
VESTING TENTATIVE MAP - TRACT 4004
VILLAGE 9A AND HDR PARCELS

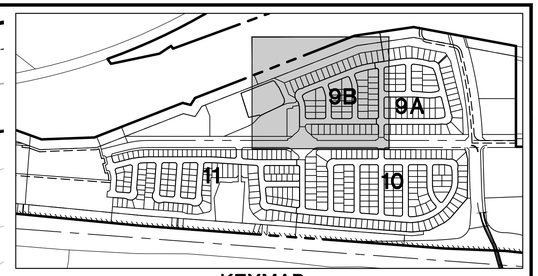
CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
FOR: INTEGRAL COMMUNITIES

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 13 OF 20

G:\2020\185011\TENTATIVE MAP\TENT-MAP SHEETS\13-19A-185011VTM.DWG 9/30/2020 3:29:27 PM SEAN DAVIS





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

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 14 OF 20

O:\JOBS2018\185011\TENTATIVE MAP\TENT-MAP SHEETS\14-19A & B-185011VTM.DWG 9/30/2020 3:22:44 PM SEAN DAVIS

SEE SHEET 14

SEE SHEET 13

SEE SHEET 16

SEE SHEET 19

SEE SHEET 20

TRACY HILLS DRIVE

STREET 10A

STREET 10B

STREET 10C

STREET 10D

STREET 10E

STREET 10F

STREET 10G

VILLAGE 10

PARCEL R

PARCEL S

PARCEL TT

PARCEL V

PARCEL W

PARCEL X

PARCEL XX

FUTURE LAMMERS ROAD

INTERSTATE 580

EX RESTRICTION OF ACCESS RIGHTS

EX 100' CONSERVATION EASEMENT

6' DEEP DRAINAGE DITCH

55' PROPOSED DRAINAGE EASEMENT

DAYLIGHT LINE (TYP.)

SWALE (TYP)

BUILDING SETBACK LINE

2.5' RETAINING WALL

3' RETAINING WALL

4' RETAINING WALL

1.5' RETAINING WALL

2' RETAINING WALL

KEYMAP

NOT TO SCALE

9B 9A 11 10

0 50 100 150

1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4004

VILLAGE 10

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 15 OF 20

G:\JOBS\185\185011\TENTATIVE MAP\TENT-MAP SHEETS\15-VTM-185011VILLONE 9/30/2020 3:12:29 PM SEAN DAVIS

SEE SHEET 18

SEE SHEET 14

SEE SHEET 17

SEE SHEET 15

TRACY HILLS DRIVE

STREET 11F

STREET 11B

STREET 11A

STREET 11D

STREET 11C

STREET 10G

STREET 10C

PARCEL P

PARCEL Q

PARCEL R

PARCEL BBB

PARCEL AAA

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

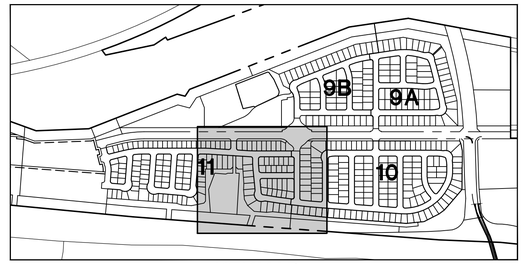
EX RESTRICTION OF ACCESS RIGHTS

EX 100' CONSERVATION EASEMENT

EX 50' GAP BETWEEN CONSERVATION EASEMENT TO BE RELOCATED BY SEPARATE PLAT AND LEGAL

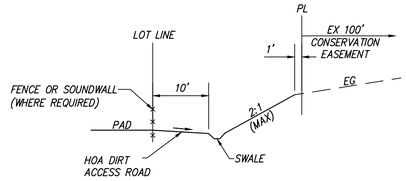
BUILDING SETBACK LINE

EX 18" SD



KEYMAP

NOT TO SCALE

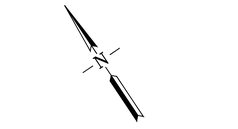


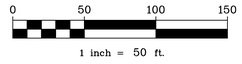
SECTION A

NOT TO SCALE

SECTION B

NOT TO SCALE





1 inch = 50 ft.

VESTING TENTATIVE MAP - TRACT 4004

VILLAGE 10 & 11

CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA

FOR: INTEGRAL COMMUNITIES

RJA

RUGGERI-JENSEN-AZAR

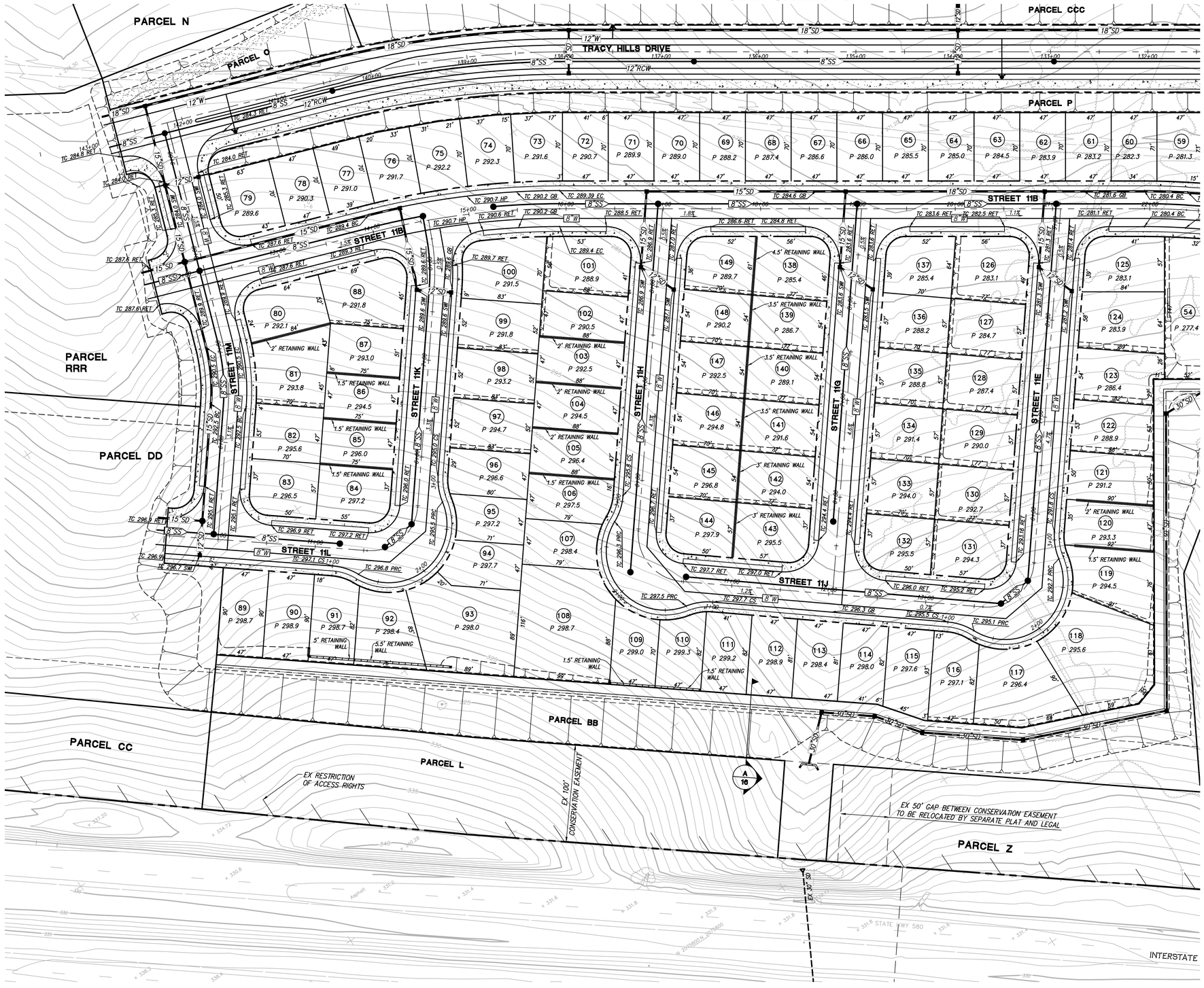
ENGINEERS ▪ PLANNERS ▪ SURVEYORS

4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588

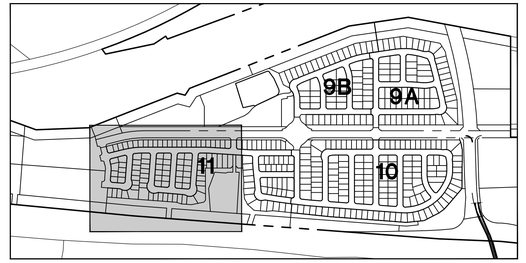
PHONE: (925) 227-9100 FAX: (925) 227-9300

G:\JOB2018\185011\TENTATIVE MAP\TENT-MAP SHEETS\16-V10&11-185011VM.DWG 9/30/2020 3:09:40 PM SEAN DAVIS

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

C:\JOBS\185011\185011 TENTATIVE MAP\TENT-MAP SHEETS\17-PT1-185011TM.DWG 9/30/2020 2:47:48 PM SEAN DAVIS

KEYMAP

NOT TO SCALE

CALIFORNIA AQUEDUCT

PARCEL TTT

EX 100' CONSERVATION EASEMENT

PARCEL SSS

PARCEL J

12' WIDE AB BASIN ACCESS ROAD

10% MAX

4:1 MAX

4:1

VILLAGE 9

60"SD

24"SD

48"SD

10"SS

8"SS

DUAL USE RETENTION BASIN F PARCEL K

25' HIGH "NET"

SPLIT RAIL FENCE

5% MAX

HOA REC CENTER PARCEL I

PARK PARCEL EEE

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

TC 269.0

TC 268.1

TC 267.5

PARK PARCEL DDD

PARCEL CCC

TRACY HILLS DRIVE

12"W

EX 20"W

18"SD

36"SD

12"SD

8"SS

12"RCW

4"RCW

STREET 11F

VILLAGE 11

SEE SHEET 14

SEE SHEET 17

SEE SHEET 16

0 50 100 150

1 inch = 50 ft.

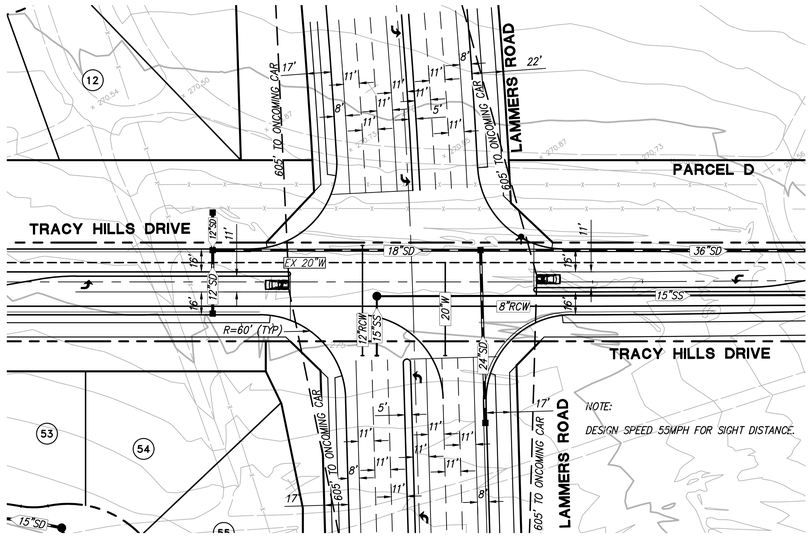
VESTING TENTATIVE MAP - TRACT 4004
RETENTION BASIN & PARK

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

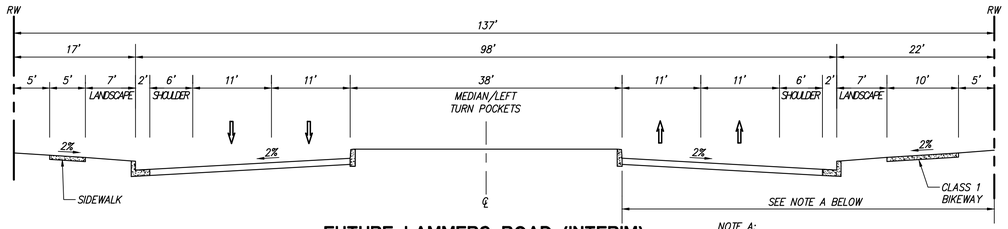
DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 18 OF 20

G:\2020\185011\TENTATIVE MAP\TENT-MAP SHEETS\18-PARK-185011VM.DWG 9/30/2020 2:31:57 PM SEAN DAVIS



FUTURE INTERSECTION AT LAMMERS ROAD

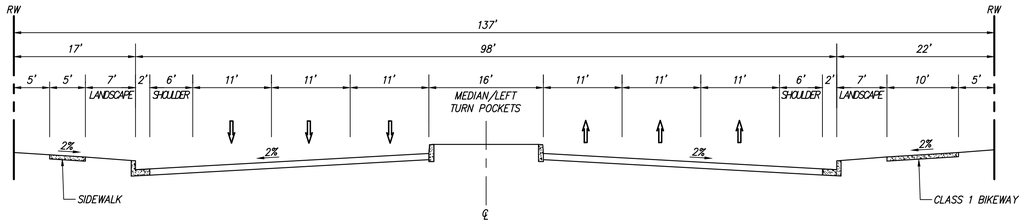
SCALE: 1"=50'



FUTURE LAMMERS ROAD (INTERIM)

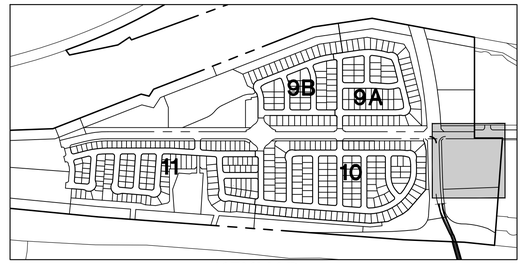
NOT TO SCALE

NOTE A:
PORTION OF LAMMERS ROAD TO BE CONSTRUCTED WITH PHASE 2A.



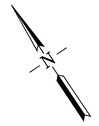
FUTURE LAMMERS ROAD (ULTIMATE)

NOT TO SCALE

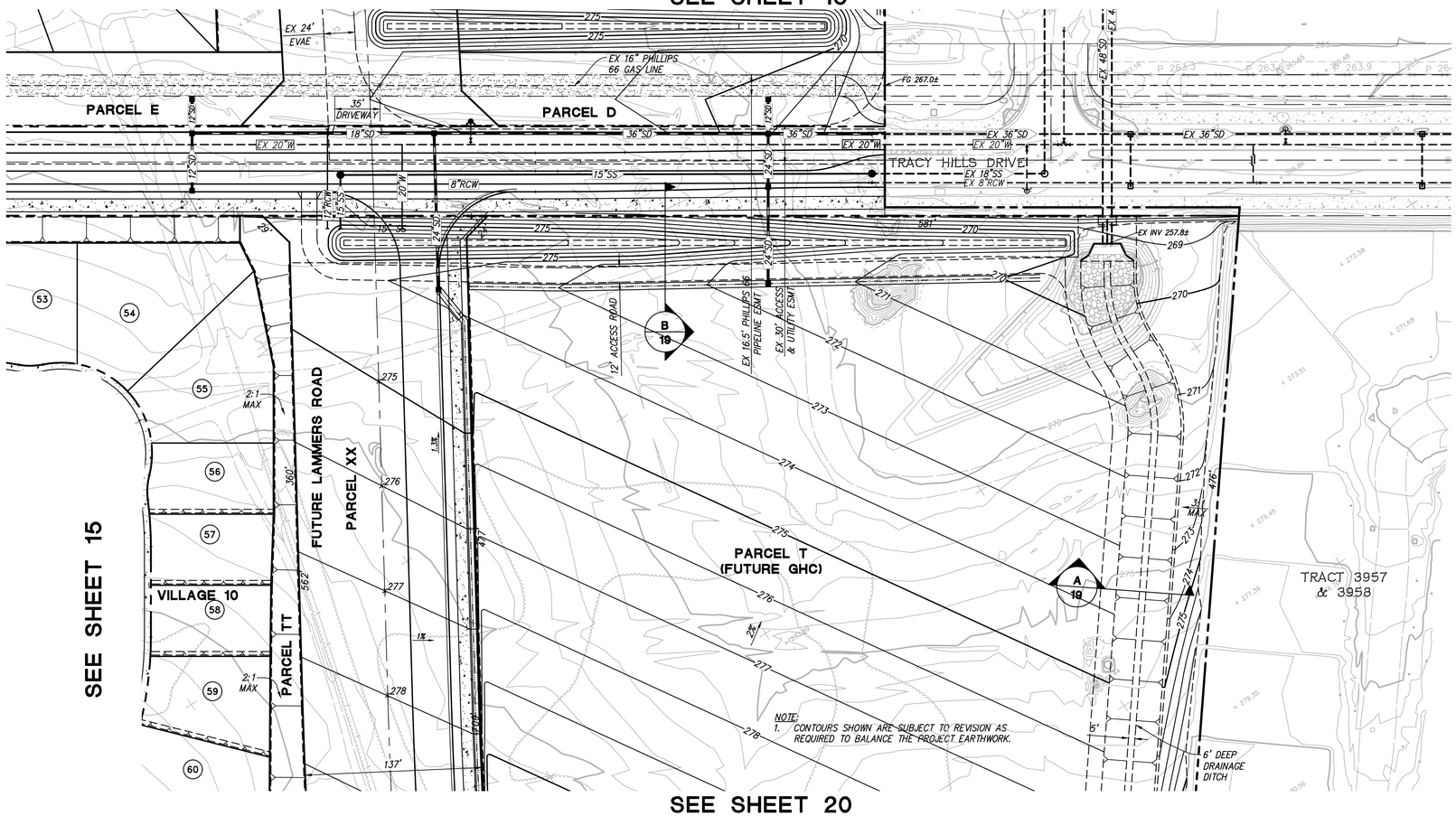


KEYMAP

NOT TO SCALE



SEE SHEET 13

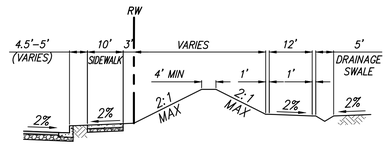


SEE SHEET 15

SEE SHEET 20

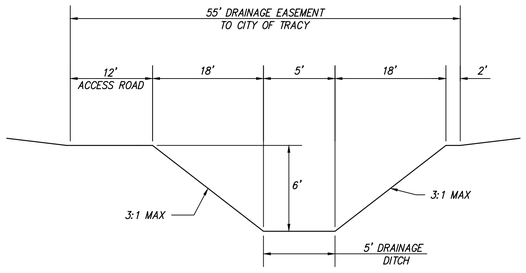
0 50 100 150

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

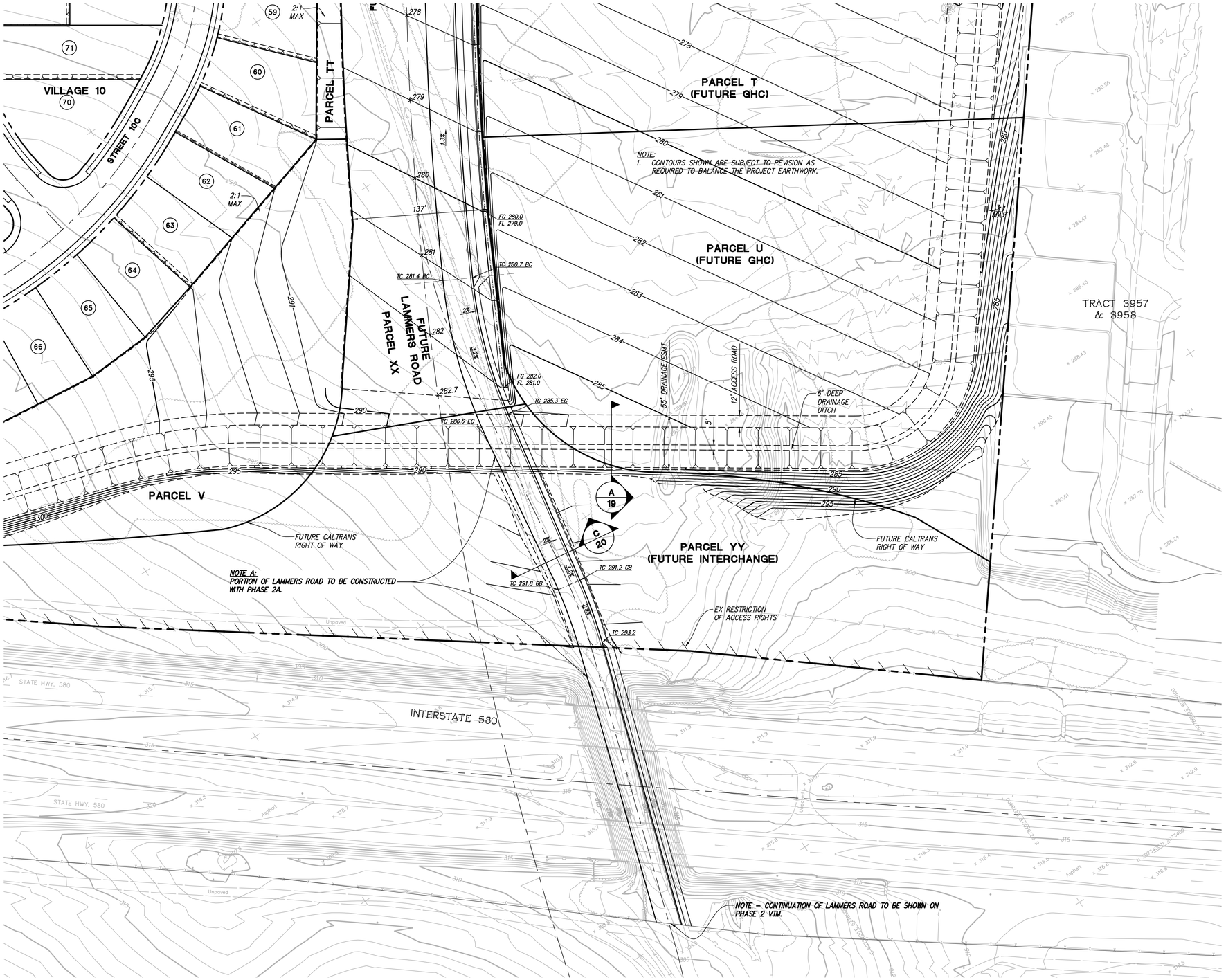
RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

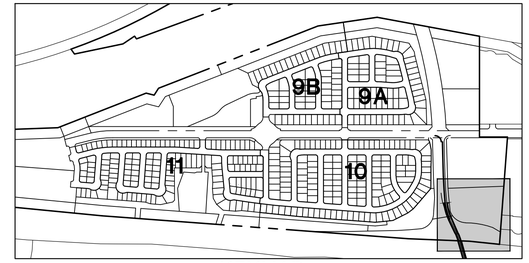
DATE: OCTOBER 1, 2020 JOB NO.: 185011 SHEET 19 OF 20

G:\JOBS\185\185011\TENTATIVE MAP\TENT-MAP SHEETS\19-PHOT-185011PM.DWG 9/30/2020 12:12:30 PM SEAN DAVIS

SEE SHEET 19

SEE SHEET 15



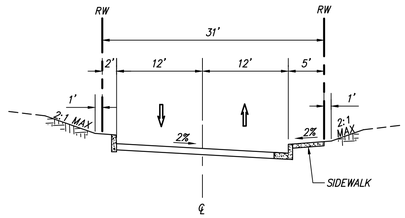


KEYMAP
NOT TO SCALE

N

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

G:\JOB2018\185011\TENTATIVE MAP\TENT-MAP SHEETS\20-CHC2-185011VTM.DWG 9/30/2020 12:12:20 PM SEAN DAVIS

Attachment D

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.

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.**

5.1 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:
City of Tracy
333 Civic Center Plaza
Tracy, California 95376
Attn: City Engineer

To Developer:
Lennar Homes of California, LLC
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Bridgit Koller

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

5.2 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]

CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004
Page 5 of 9

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 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 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: _____

©2019 National Notary Association

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"

EXHIBIT "A"
Legal Description of Property
Page 1 of 2

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.

EXHIBIT "A"
Legal Description of Property
Page 2 of 2

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)

EXHIBIT "B"
Conditions of Approval
Page 1 of 30

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)

EXHIBIT "C"
Deferred Improvements
Page 1 of 6

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.

EXHIBIT "C"
Deferred Improvements
Page 2 of 6

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.

EXHIBIT "C"
Deferred Improvements
Page 4 of 6

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

EXHIBIT "C"
Deferred Improvements
Page 5 of 6

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

EXHIBIT "C"
Deferred Improvements
Page 6 of 6

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.

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2021

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

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

PRODUCER Gore Lieske & Associates Insurance Brokers, LP 15901 Red Hill Ave Suite 100 Tustin CA 92780	CONTACT NAME: Kelley Gubernick PHONE (A/C, No, Ext): 714-505-7000 FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: kgubernick@gorelieske.com
INSURED LENNA-1 Lennar Corporation and all its Subsidiaries 15131 Alton Parkway, Suite 345 Irvine, CA 92618	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Underwriters at Lloyds — 15792 INSURER B : OLD REPUBLIC INS CO — 24147 INSURER C : OLD REPUBLIC INS CO — 24147 INSURER D : RLI INS CO — 13056 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 69793882 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		MWZY31414921	9/1/2021	9/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 4,000,000 $ 2,000,000 $ N/A $ 4,000,000 $ 7,500,000 $ 7,500,000
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			CAP9505846	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			XR6512020/42-HBL-150351-01	9/1/2020	9/1/2022	EACH OCCURRENCE AGGREGATE Prod & Comp Ops Agg	$ 500,000 $ 500,000 $ 500,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31414821	9/1/2021	9/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Public roadway improvements regarding Tracy Hills Drive 1B-1
The City (including its elected and appointed officials, officers, employees, agents, and volunteers) are named as additional insured on the General Liability per attached CG 20 10 04 13 and CG 20 37 04 13 as required by written contract subject to the terms and conditions of the policy. Primary and Non-Contributory applies on the General Liability per attached CG 20 01 04 13.

CERTIFICATE HOLDER

City of Tracy
333 Civic Center Plaza
Tracy CA 95379

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: MWZY31414921

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract or agreement. "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insured shall be primary insurance, and any insurance maintained by the additional insured shall be excess and non-contributory with the insurance provided hereunder.	On File With Company

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: MWZY31414921

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: MWZY31414921

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-158

---

(1) APPROVING AMENDMENT NO. 1 TO DEFERRED IMPROVEMENT AGREEMENT BETWEEN THE CITY AND LENNAR HOMES OF CALIFORNIA, LLC FOR TRACY HILLS PHASE 1B, TO ALLOW THE DEVELOPER TO RECEIVE PARK FEE CREDITS, PURSUANT TO TRACY MUNICIPAL CODE SECTION 13.08.010, AND
(2) AUTHORIZING THE CITY CLERK TO FILE AMENDMENT NO. 1 TO 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. 2020-189; and

WHEREAS, on October 19, 2021, Developer entered into a Deferred Improvement Agreement (DIA) agreeing to complete construction of all remaining public facilities which are required by the Conditions of Approval, pursuant to Resolution No. 2021-151; and

WHEREAS, Developer is requesting to build their required neighborhood park acreage in lieu of paying the neighborhood park development impact fees; and

WHEREAS, Tracy Municipal Code section 13.08.010, subsection (g), allows a Developer to receive fee credits after executing a written agreement with the City; and

WHEREAS, Developer will receive neighborhood park fee credits for the neighborhood parks that they build as detailed in the DIA; and

WHEREAS, the amendment does not change any of the obligations or timing of the improvements specified in the Conditions of Approval and DIA; now, therefore, be it

RESOLVED: That this project is not within the meaning of the California Environmental Quality Act ("CEQA"), including as the term "project" which is defined by section 15378 of the CEQA Guidelines, including without limitation because the adoption of this project is a ministerial action not subject to and exempt from CEQA (see section 15268 of the CEQA Guidelines), and that even if it were a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby (1) approves Amendment No. 1 to Deferred Improvement Agreement between the City and Lennar Homes of California, LLC for Tracy Hills Phase 1B, to allow the Developer to receive park fee credits, pursuant to Tracy Municipal Code section 13.08.010, and (2) authorizes the City Clerk to file the Amendment No. 1 to Deferred Improvement Agreement with the Office of the San Joaquin County Recorder.

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

The foregoing Resolution 2022-158 was adopted by the Tracy City Council on the 18th day of October 2022 by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, 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

Attachment D-1

Doc #: 2021-198709
12/01/2021 02:24:46 PM
Page: 1 of 52 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: CITY OF TRACY

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,** a California corporation ("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 1 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.

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. **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.
3. **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 homebuyer that will occupy the lot as its primary residence.

4. **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.

5. **NOTICES.**

5.1 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:

City of Tracy
333 Civic Center Plaza
Tracy, California 95376
Attn: City Engineer

To Developer:

Lennar Homes of California, a California Corporation
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Bridgit Koller

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 1, LP
c/o AGWIP Asset Management LLC
8585 Scottsdale, AZ 85255
Attn: Steven S. Benson, Manager
steve.benson@agwipam.com

5.2 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. **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.

10. **SIGNATURES**. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the 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: 11/3/21

Attest:

By: Adrian Richardson
Title: CITY CLERK

Date: 11/3/2021

Approved as to Form:

By: Leticia Ramirez
Title: CITY ATTORNEY

Date: 11/1/2021

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, a California corporation

By: Bridgit Koller
Title: VICE PRESIDENT,

Date: 10/4/21

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 Deferred Improvement Agreement.

AG Essential Housing CA 1 LP
a Delaware Limited Partnership

By: AGWIP Asset Management, LLC
An Arizona Limited Liability Company
Its Authorized Agent

_____

By: Steven S. Benson
Title: Manager
Date: 10.4.21

CONSENT TO RECORDATION
CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004

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 before me, Adrianne D. Richardson, Notary Public,
Date *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 - Phase 1B - Lennar Homes
Resolution 2021-151

Document Date: November 3, 2021 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
(Property Description)

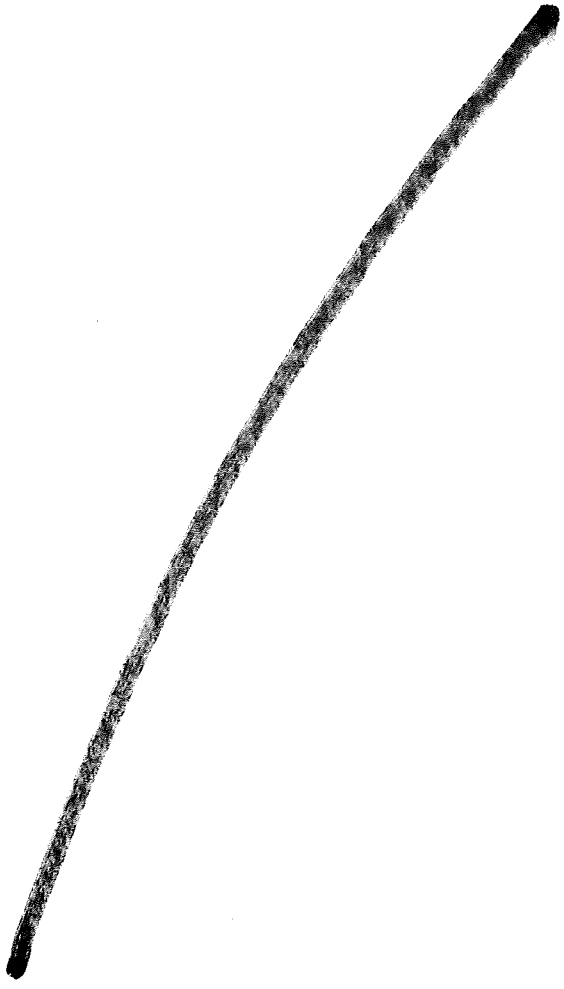


EXHIBIT "A"
Legal Description of Property

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.

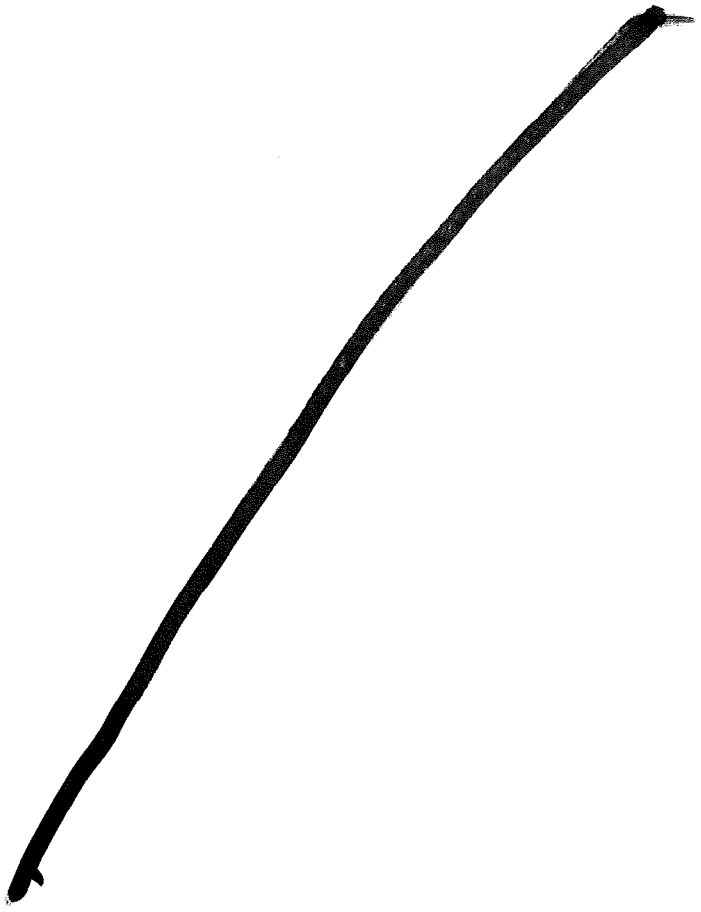


EXHIBIT B
(Conditions of Approval for Small Lot Tentative Subdivision Map)

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).

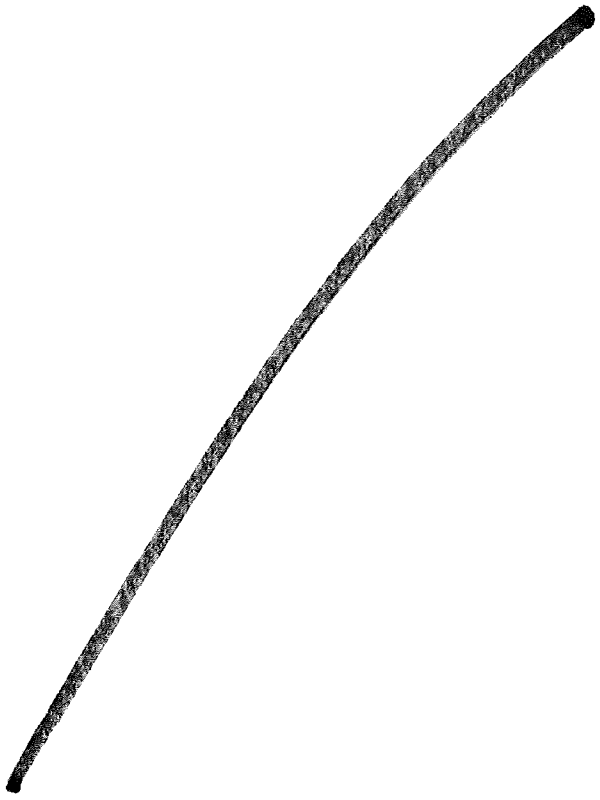
C.10.4. Benefit District

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.

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

Faithful Performance

Bond Number K40553800
Premium: $13,771.00 per annum

Name of Project: Tracy Hills – Phase 1B
Tract No.: 4004
Deferred Improvement Agreement
Tracy Hills 1B– Neighborhood Park

CITY OF TRACY
Tracy, California

Whereas, the City Council of the City of Tracy, State of California, and Lennar Homes of California, LLC (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____ 20___, and identified as City of Tracy Subdivision Improvement Agreement Tracy Hills – Phase 1B Project, Tract 4004 is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we the principal and Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, as surety, are held and firmly bound unto the City of Tracy (hereinafter called "City"), in the penal sum of Five million seven thousand seven hundred ten and 61/100 Dollars ($5,007,710.61) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration there of made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Tracy, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on August 18, 2022.

PRINCIPAL:

Lennar Homes of California, LLC,
a California limited liability company

By: BRIDGT KOLLER, JP

SURETY:

Federal Insurance Company

By: Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Orange

On AUG 18 2022 before me, Kathy R. Mair, Notary Public, personally appeared Mechelle Larkin 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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature Kathy R Mair
Kathy R. Mair, Notary Public

(seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **27th** day of **October, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this AUG 18 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 August 22, 2022, before me, Elizabeth Neal, 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.

ELIZABETH NEAL
Notary Public - California
Contra Costa County
Commission # 2359448
My Comm. Expires May 29, 2025

Signature

(SEAL)

Labor and Materials Bond

Bond Number K40553800
Premium: included in Perf. Bond

Name of Project: Tracy Hills – Phase 1B
Tract No.: 4004
Deferred Improvement Agreement
Tracy Hills 1B – Neighborhood Park

CITY OF TRACY
Tracy, California 95376

Whereas, the City Council of the City of Tracy, State of California, and Lennar Homes of California, LLC (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 20____, and identified as City of Tracy Subdivision Improvement Agreement Tracy Hills – Phase 1B Project, Tract 4004 is hereby referred to and made a part hereof; and

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Tracy to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Tracy and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Five million seven thousand seven hundred ten and 61/100 Dollars ($5,007,710.61) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on August 18, 20 22.

PRINCIPAL:

Lennar Homes of California, LLC,
a California limited liability company

By: BRIDGT HOLLER, VP

SURETY:

Federal Insurance Company

By: Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Orange

On AUG 18 2022 before me, Kathy R. Mair, Notary Public, personally appeared Mechelle Larkin 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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature _____
Kathy R. Mair, Notary Public

(seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **27th** day of **October, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this AUG 18 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 August 22, 2022, before me, Elizabeth Neal, 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

ELIZABETH NEAL
Notary Public - California
Contra Costa County
Commission # 2359448
My Comm. Expires May 29, 2025

(SEAL)

Warranty Bond

Bond Number K40553800-M
Premium: included in Perf. Bond

Name of Project: Tracy Hills – Phase 1B
Tract No.: 4004
Deferred Improvement Agreement
Tracy Hills 1B – Neighborhood Park

KNOW ALL MEN BY THESE PRESENTS:

Lennar Homes of California, LLC, as Principal, and Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, incorporated under the laws of the State of Indiana, as Surety, are held and firmly bound unto the City of Tracy, State of California as Obligee, in the amount of Five hundred thousand seven hundred seventy-one and 06 Dollars, ($500,771.06) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns ,jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a written agreement with the Obligee on _____ providing for the construction of certain offsite improvements in Tracy Hills – Phase 1B, Tract 4004 Project in the City of Tracy, State of California and

WHEREAS, said work has been or will be completed by the Principal.

NOW, THEREFORE, if said Principal shall promptly replace and repair and work proven to be defective because of faulty workmanship and/or material within a period of one (1) year from date of acceptance of the work by the Obligee, then this obligation to be void; Otherwise to remain in full force and effect.

Signed and sealed this 18th day of August, 2022.

PRINCIPAL:

Lennar Homes of California, LLC,
a California limited liability company

By: BRIDGIT HOLLER, VP

SURETY:

Federal Insurance Company

By: Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Orange

On AUG 18 2022 before me, Kathy R. Mair, Notary Public, personally appeared Mechelle Larkin 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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature _____
Kathy R. Mair, Notary Public

(seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **27th** day of **October, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

AUG 18 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 August 22, 2022, before me, Elizabeth Neal, Notary Public
(here insert name and title of the officer)

personally appeared Bridgit Koller,

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

Faithful Performance

Bond Number K40553836
Premium: $682.00 per annum

Name of Project: Tracy Hills – Phase 1B
Tract No.: 4004
Deferred Improvement Agreement
Tracy Hills 1B – Retention Basin

CITY OF TRACY
Tracy, California

Whereas, the City Council of the City of Tracy, State of California, and Lennar Homes of California, LLC (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____ 20___, and identified as City of Tracy Subdivision Improvement Agreement Tracy Hills – Phase 1B Project, Tract 4004 is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we the principal and Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, as surety, are held and firmly bound unto the City of Tracy (hereinafter called "City"), in the penal sum of Two hundred forty-eight thousand ninety-four and 22/100 Dollars ($248,094.22) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration there of made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Tracy, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on August 18, 2022.

PRINCIPAL:

Lennar Homes of California, LLC,
a California limited liability company

By: BRIDGIT KOLLER, VP

SURETY:

Federal Insurance Company

By: Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Orange

On AUG 18 2022 before me, Kathy R. Mair, Notary Public, personally appeared Mechelle Larkin 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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature _____
Kathy R. Mair, Notary Public

(seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **27th** day of **October, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this AUG 18 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 August 22, 2022, before me, Elizabeth Neal, 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

ELIZABETH NEAL
Notary Public - California
Contra Costa County
Commission # 2359448
My Comm. Expires May 29, 2025

(SEAL)

Labor and Materials Bond

Bond Number K40553836
Premium: included in Perf. Bond

Name of Project: Tracy Hills – Phase 1B
Tract No.: 4004
Deferred Improvement Agreement
Tracy Hills 1B – Retention Basin

CITY OF TRACY
Tracy, California 95376

Whereas, the City Council of the City of Tracy, State of California, and Lennar Homes of California, LLC (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 20____, and identified as City of Tracy Subdivision Improvement Agreement Tracy Hills – Phase 1B Project, Tract 4004 is hereby referred to and made a part hereof; and

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Tracy to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Tracy and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Two hundred forty-eight thousand ninety-four and 22/100 Dollars ($248,094.22) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on August 18, 20 22.

PRINCIPAL:

Lennar Homes of California, LLC,
a California limited liability company

By: BRIDGIT KOLLER, VP

SURETY:

Federal Insurance Company

By: Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Orange

On AUG 18 2022 before me, Kathy R. Mair, Notary Public, personally appeared Mechelle Larkin 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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature _____
Kathy R. Mair, Notary Public

(seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **27th** day of **October, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this AUG 18 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 August 22, 2022, before me, Elizabeth Neal, 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

ELIZABETH NEAL
Notary Public - California
Contra Costa County
Commission # 2359448
My Comm. Expires May 29, 2025

(SEAL)

Warranty Bond

Bond Number K40553836-M
Premium: included in Perf. Bond

Name of Project: Tracy Hills – Phase 1B
Tract No.: 4004
Deferred Improvement Agreement
Tracy Hills 1B – Retention Basin

KNOW ALL MEN BY THESE PRESENTS:

Lennar Homes of California, LLC, as Principal, and Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, incorporated under the laws of the State of I, as Surety, are held and firmly bound unto the City of Tracy, State of California as Obligee, in the amount of Twenty-four thousand eight hundred nine and 42 Dollars, ($24,809.42) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns ,jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a written agreement with the Obligee on _____ providing for the construction of certain offsite improvements in Tracy Hills – Phase 1B, Tract 4004 Project in the City of Tracy, State of California and

WHEREAS, said work has been or will be completed by the Principal.

NOW, THEREFORE, if said Principal shall promptly replace and repair and work proven to be defective because of faulty workmanship and/or material within a period of one (1) year from date of acceptance of the work by the Obligee, then this obligation to be void; Otherwise to remain in full force and effect.

Signed and sealed this 18th day of August, 2022.

PRINCIPAL:

Lennar Homes of California, LLC,
a California limited liability company

By: BRIDGIT KOLLER JP

SURETY:

Federal Insurance Company

By: Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Orange

On AUG 18 2022 before me, Kathy R. Mair, Notary Public, personally appeared Mechelle Larkin 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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature Kathy R. Mair

Kathy R. Mair, Notary Public

(seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **27th** day of **October, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316085
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this AUG 18 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 August 22, 2022, before me, Elizabeth Neal, Notary Public
(here insert name and title of the officer)

personally appeared Bridgit Koller,

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

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

WITNESS my hand and official seal.

Signature

(SEAL)

Faithful Performance

Bond Number K40553848
Premium: $405.00 per annum

Name of Project: Tracy Hills – Phase 1B
Tract No.: 4004
Deferred Improvement Agreement
Tracy Hills 1B – Conservation Easement

CITY OF TRACY
Tracy, California

Whereas, the City Council of the City of Tracy, State of California, and Lennar Homes of California, LLC (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____ 20___, and identified as City of Tracy Subdivision Improvement Agreement Tracy Hills – Phase 1B Project, Tract 4004 is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we the principal and Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, as surety, are held and firmly bound unto the City of Tracy (hereinafter called "City"), in the penal sum of One hundred forty-seven thousand three hundred thirty-nine and 50/100 Dollars ($147,339.50) lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration there of made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Tracy, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on August 18, 2022.

PRINCIPAL:

Lennar Homes of California, LLC,
a California limited liability company

By: BRIDGIT HOLLER, JR

SURETY:

Federal Insurance Company

By: Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Orange

On AUG 18 2022 before me, Kathy R. Mair, Notary Public, personally appeared Mechelle Larkin 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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature _____
Kathy R. Mair, Notary Public

(seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2021**.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **27th** day of **October, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this AUG 18 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 August 22, 2022, before me, Elizabeth Neal, 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

ELIZABETH NEAL
Notary Public - California
Contra Costa County
Commission # 2359448
My Comm. Expires May 29, 2025

(SEAL)

Labor and Materials Bond

Bond Number K40553848
Premium: included in Perf. Bond

Name of Project: Tracy Hills – Phase 1B
Tract No.: 4004
Deferred Improvement Agreement
Tracy Hills 1B – Conservation Easement

CITY OF TRACY
Tracy, California 95376

Whereas, the City Council of the City of Tracy, State of California, and Lennar Homes of California, LLC (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said Agreement, dated _____, 20____, and identified as City of Tracy Subdivision Improvement Agreement Tracy Hills – Phase 1B Project, Tract 4004 is hereby referred to and made a part hereof; and

Whereas, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Tracy to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Tracy and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One hundred forty-seven thousand three hundred thirty-nine and 50/100 Dollars ($147,339.50) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed upon that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on August 18, 20 22.

PRINCIPAL:

Lennar Homes of California, LLC,
a California limited liability company

By: BRIDGIT KOLLER, VP

SURETY:

Federal Insurance Company

By: Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Orange

On AUG 18 2022 before me, Kathy R. Mair, Notary Public, personally appeared Mechelle Larkin 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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature _____
Kathy R. Mair, Notary Public

(seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **27th** day of **October, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316585
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this AUG 18 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 August 22, 2022, before me, Elizabeth Neal, 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

ELIZABETH NEAL
Notary Public - California
Contra Costa County
Commission # 2359448
My Comm. Expires May 29, 2025

(SEAL)

Warranty Bond

Bond Number K40553848-M
Premium: included in Perf. Bond

Name of Project: Tracy Hills – Phase 1B
Tract No.: 4004
Deferred Improvement Agreement
Tracy Hills 1B – Conservation Easement

KNOW ALL MEN BY THESE PRESENTS:

Lennar Homes of California, LLC, as Principal, and Federal Insurance Company, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, incorporated under the laws of the State of Indiana, as Surety, are held and firmly bound unto the City of Tracy, State of California as Obligee, in the amount of Fourteen thousand seven hundred thirty-three and 95 Dollars, ($14,733.95) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns ,jointly and severally, firmly by these presents.

WHEREAS, the Principal entered into a written agreement with the Obligee on _____ providing for the construction of certain offsite improvements in Tracy Hills – Phase 1B, Tract 4004 Project in the City of Tracy, State of California and

WHEREAS, said work has been or will be completed by the Principal.

NOW, THEREFORE, if said Principal shall promptly replace and repair and work proven to be defective because of faulty workmanship and/or material within a period of one (1) year from date of acceptance of the work by the Obligee, then this obligation to be void; Otherwise to remain in full force and effect.

Signed and sealed this 18th day of August, 2022.

PRINCIPAL:

Lennar Homes of California, LLC,
a California limited liability company

By: BRIDGIT KOLLER, VP

SURETY:

Federal Insurance Company

By: Mechelle Larkin, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Orange

On AUG 18 2022 before me, Kathy R. Mair, Notary Public, personally appeared Mechelle Larkin 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.

KATHY R. MAIR
Notary Public - California
Orange County
Commission # 2355508
My Comm. Expires May 22, 2025

Signature _____
Kathy R. Mair, Notary Public

(seal)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Jeffrey Strassner and Brenda Wong of Los Angeles, California----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **27th** day of **October, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **27th** day of **October, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this AUG 18 2022

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

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 August 22, 2022, before me, Elizabeth Neal, 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

ELIZABETH NEAL
Notary Public - California
Contra Costa County
Commission # 2359448
My Comm. Expires May 29, 2025

(SEAL)

Attachment E

Doc #: 2023-004190
01/18/2023 02:24:50 PM
Page: 1 of 4 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

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
(No recording fee, under government Code 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

CITY OF TRACY
AMENDMENT NO. 1 TO
DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS – PHASE 1B

This Amendment No. 1 (**Amendment**) to the **DEFERRED IMPROVEMENT AGREEMENT** is entered into between the City of Tracy, a municipal corporation (**City**), AND **LENNAR HOMES OF CALIFORNIA**, LLC ("Developer"). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

* 2022-089184 7/25/2022

A. The City and Developer entered into a Deferred Improvement Agreement (**Agreement**) for the Tracy Hills – Phase 1B, which was approved by the City Council on October 19, 2021, under Resolution No. 2021-151.

B. In order for Developer to receive credits towards the parks identified in the Agreement, additional language needs to be added.

C. This Amendment is being executed pursuant to Resolution No. 2022-158 approved by Tracy City Council on 10/18, 2022.

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 amended to include subsection 2.1 to read as follows:

2.1 Neighborhood Park Credits Upon execution of this amendment and receipt of improvement security as detailed in the Agreement, Developer shall receive neighborhood park credits for the parks referenced in Exhibit "C" in the amount equivalent to 5.38 acres of neighborhood park. This acreage shall be reconciled at the time a Subdivision Improvement Agreement is entered into for the Parks. At which time, the number of acres the Developer received credits for will be reconciled to match the amount of acreage listed in the Subdivision Improvement Agreement. Developer is only eligible to receive credits for parks that are dedicated to the City. No credits will be applied for HOA Parks. Neighborhood park credits will be applied to the Neighborhood Park Fee only and not the Program Management portion of the Neighborhood Park Fee.

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: _____
Nancy Young
Title: Mayor
Date: 1-10-2023

Attest:

By: _____
Adrianne Richardson, City Clerk

Approved as to form

By: _____
Bijal Patel, City Attorney

LENNAR HOMES OF CALIFORNIA, LLC

By: _____
Bridgit Koller
Title: Vice President, Forward Planning
Date: 9/16/22

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 January 10, 2023 (*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: Amendment No. 1 to Deferred Improvement Agreement - Tracy Hills - Phase 1.B Lennar Homes of California, LLC

Document Date: January 10, 2023 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 16, 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 # 2404735
My Comm. Expires Jun 15, 2026

(SEAL)

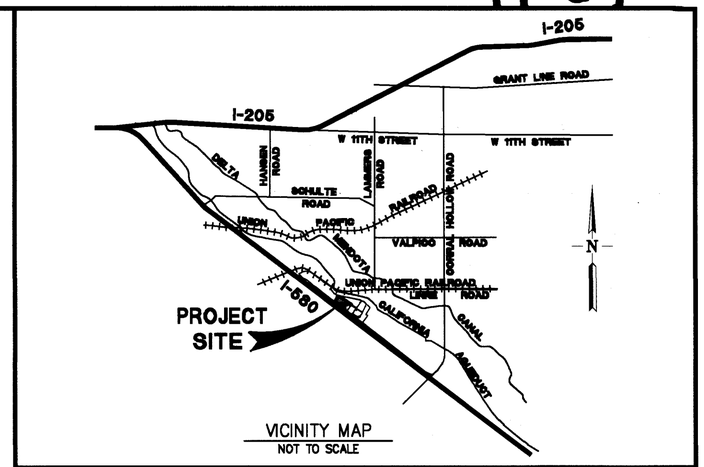
TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022



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. 4114, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11B", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "TRACY HILLS DRIVE", "CAPPO WAY", "TELLURIDE STREET", "ANDREW CAMILLERI AVENUE", "ANGELO WAY", "YARROW AVENUE", "WARDLOW AVENUE", "BARLEY WAY", "VALIANT AVENUE", AND "UPTON AVENUE" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE CITY OF TRACY SHALL RESERVE THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE WEST END OF TELLURIDE STREET. SAID ONE (1) FOOT WIDE ACCESS RESERVE STRIP TO REVERT TO USE AS A PUBLIC STREET UPON APPROVAL AND RECORDATION OF A FINAL MAP COVERING THE ADJACENT PROPERTY.

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 UILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "STORM DRAIN EASEMENT" OR "SDE" ARE FOR PUBLIC STORM DRAIN PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "SANITARY SEWER EASEMENT" OR "SSE" ARE FOR PUBLIC SANITARY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS ABUTTERS RIGHTS SHOWN AS ////////////// THAT RELINQUISHES ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES OF LOTS 48 AND 55 TO AND FROM CAPPO WAY, LOT 79 TO AND FROM ANDREW CAMILLERI AVENUE, LOTS 80, 88, 100, 101, 125, 126, 137, 138, AND 149 TO AND FROM TELLURIDE STREET, LOTS 83 AND 84 TO AND FROM ANGELO WAY, LOTS 131, 132, 143, AND 144 TO AND FROM BARLEY WAY.

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 REAL PROPERTY DESIGNATED AS PARCELS "F", "G", "H", "I", AND "J" SHALL BE TRANSFERRED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.

DATED THIS 16 DAY OF December, 2022.

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
STEVEN S. BENSON, ITS MANAGER

OWNER: TRACY PHASE IB, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY:
JOHN STANEK, AUTHORIZED REPRESENTATIVE

OWNER'S 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 ARIZONA)
)
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16 DAY OF December, 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 1, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

Jamie Marie Carlson
NOTARY PUBLIC

MY COMMISSION NUMBER: 607030

MY COMMISSION EXPIRES: 07/01/2025

PRINCIPAL COUNTY OF BUSINESS: Maricopa

OWNER'S 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 Orange)

ON THIS 15th DAY OF December, 2022, BEFORE ME, Anne Nguyen, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED John Stanek, 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: Anne Ng

PRINT NAME: Anne Nguyen

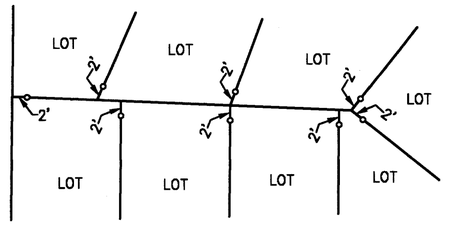
MY COMMISSION NUMBER: 2297405

MY COMMISSION EXPIRES: August 14, 2023

PRINCIPAL COUNTY OF BUSINESS: Orange

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 13th DAY OF April, 2023, AT 9:37 A.M., IN BOOK 44 OF MAPS AND PLATS, AT PAGE 64, RECORDER'S SERIES NO. 2023-028507 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $ 131.00 PAID

Steve J. Bestolarides
STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: Maria Lassiter
DEPUTY COUNTY RECORDER
MARIA LASSITER

Doc #: 2023-028507
04/13/2023 09:37:03 AM
Page 1 of 13 Fee: $131.00
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: SHOWN ON DOCUMENT

JOB NO. 185011

© J:\PROJECT\185011\SURVEY\FINAL MAP\TRACT 4114 - TRACY HILLS VILLAGE 11B\FINAL MAP 11B.DWG 12/6/2022 10:10:30 AM PETER

44-64

44-64 A

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE COMPANY, AS TRUSTEE UNDER THAT CERTAIN THIRD PARTY DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING, DATED AS OF SEPTEMBER 29, 2017 AND RECORDED OCTOBER 4, 2017 AS DOCUMENT NO. 2017-115290, AS SUPPLEMENTED BY THAT CERTAIN SUBSTITUTION OF TRUSTEE AND AGREEMENT SUPPLEMENTING THIRD PARTY DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING DATED AND RECORDED ON JULY 23, 2021 AS DOCUMENT NO. 2021-123405, AND AS FURTHER AMENDED BY THAT CERTAIN AMENDED AND RESTATED THIRD PARTY DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING, DATED AS OF SEPTEMBER 21, 2022 AND RECORDED SEPTEMBER 22, 2022 AS DOCUMENT NO. 2022-110993, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS TRACT MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS STATEMENT ON THE 29th DAY OF December, 2022.

FIRST AMERICAN TITLE COMPANY

BY: _____ Vp, Director of Escrow
NAME Sylvia Erazo TITLE

TRUSTEE'S 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 Santa Clara)

ON THIS 29th DAY OF December, 2022, BEFORE ME, C. Marroquin,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Sylvia Erazo, 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: _____
PRINT NAME: C. Marroquin
MY COMMISSION NUMBER: 2366170
MY COMMISSION EXPIRES: 7/18/25
PRINCIPAL COUNTY OF BUSINESS: Santa Clara

TRUSTEE'S STATEMENT

THE UNDERSIGNED, FIRST AMERICAN TITLE COMPANY, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENT AND FIXTURE FILING RECORDED ON DECEMBER 29, 2020 AS DOCUMENT NO. 2020-184262 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND MODIFIED BY THE FIRST AMENDMENT TO DEED OF TRUST RECORDED ON NOVEMBER 17, 2021 AS DOCUMENT NO. 2021-192170, OFFICIAL RECORDS OF SAID COUNTY AND AS FURTHER AMENDED BY THAT CERTAIN AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING, DATED AS OF SEPTEMBER 21, 2022 AND RECORDED SEPTEMBER 22, 2022 AS DOCUMENT NO. 2022-110997, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS TRACT MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS STATEMENT ON THE 29th DAY OF December, 2022.

FIRST AMERICAN TITLE COMPANY

BY: _____ Vp, Director of Escrow
NAME TITLE

TRUSTEE'S 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 Santa Clara)

ON THIS 29th DAY OF December, 2022, BEFORE ME, C. Marroquin,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Sylvia Erazo, 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: _____
PRINT NAME: C. Marroquin
MY COMMISSION NUMBER: 2366170
MY COMMISSION EXPIRES: 7/18/25
PRINCIPAL COUNTY OF BUSINESS: Santa Clara

OPTIONEE STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT RECORDED ON FEBRUARY 26, 2021 AS DOCUMENT NO. 2021-036899, IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND MODIFIED BY THAT CERTAIN DOCUMENT ENTITLED "AMENDED AND RESTATED MEMORANDUM OF OPTION AGREEMENT" RECORDED ON SEPTEMBER 24, 2021 AS DOCUMENT NO. 2021-160747 IN THE OFFICIAL RECORDS OF SAID COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS TRACT MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE 21 DAY OF December, 2022.

LENNAR HOMES OF CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ VP
NAME: CHAD KLITZ TITLE

OPTIONEE 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 THIS 21 DAY OF December, 2022, BEFORE ME, Lauren Mary Morte,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Chad Klitz, 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: _____
PRINT NAME: Lauren Mary Morte
MY COMMISSION NUMBER: 2307493
MY COMMISSION EXPIRES: Oct 3, 2023
PRINCIPAL COUNTY OF BUSINESS: Contra Costa

44-64 A

44-64B

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022

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, 2023, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 14th DAY OF DECEMBER, 2022.

Scott A. Shortlidge

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

LICENSED LAND SURVEYOR · SCOTT A. SHORTLIDGE · No. 6441 · STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, KOOSUN KIM, HEREBY STATE THAT I AM THE ACTING CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4114, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11B", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS 17TH DAY OF JANUARY, 2023.

KOOSUN KIM, R.C.E. NO. 64769
ACTING CITY ENGINEER

REGISTERED PROFESSIONAL ENGINEER · KOOSUN KIM · No. 64769 · CIVIL · STATE OF CALIFORNIA

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4114, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11B", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 4TH DAY OF JANUARY, 2023.

David W. Enke

DAVID W. ENKE, L.S. NO. 4071

LICENSED LAND SURVEYOR · DAVID W. ENKE · No. 4071 · STATE OF CALIFORNIA

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. STATE OF CALIFORNIA ABUTTERS RIGHTS: 3095 O.R. 714
2. STATE OF CALIFORNIA BRIDGE AND RAIL EASEMENTS: 3095 O.R. 714
3. SJCOG, INC. CONSERVATION EASEMENTS: 2012-091623 & 2016-041345
4. CITY OF TRACY ACCESS AND UTILITY EASEMENTS: 2018-111550

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 AND TRACY PHASE IB, LLC, 888 SAN CLEMENTE, SUITE 100, NEWPORT BEACH, CA 92660:

FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"TRACY HILLS DRIVE", "CAPPO WAY", "TELLURIDE STREET", "ANDREW CAMILLERI AVENUE", "ANGELO WAY", "YARROW AVENUE", "WARDLOW AVENUE", "BARLEY WAY", "VALIANT AVENUE", AND "UPTON AVENUE".

THE FOLLOWING REAL PROPERTY IS DEDICATED BY AG ESSENTIAL HOUSING CA 1, L.P. TO THE CITY OF TRACY AS EASEMENTS FOR PUBLIC PURPOSES: "PUBLIC UTILITY EASEMENT" OR "PUE", "SANITARY SEWER EASEMENT" OR "SSE", AND "STORM DRAIN EASEMENT" OR "SDE".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY 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 17th DAY OF January, 2023, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO. 2023-011 APPROVED THIS FINAL MAP OF "TRACT NO. 4114, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 11B", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, SANITARY SEWER EASEMENTS, AND STORM DRAIN EASEMENTS, ACCEPTED ON BEHALF OF THE PUBLIC THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 48 AND 55 TO AND FROM CAPPO WAY, LOT 79 TO AND FROM ANDREW CAMILLERI AVENUE, LOTS 80, 88, 100, 101, 125, 126, 137, 138, AND 149 TO AND FROM TELLURIDE STREET, LOTS 83 AND 84 TO AND FROM ANGELO WAY, LOTS 131, 132, 143, AND 144 TO AND FROM BARLEY WAY. ACCEPTED ON BEHALF OF THE PUBLIC THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE 1-FOOT WIDE ACCESS RESERVE STRIP SHOWN AT THE WEST END OF TELLURIDE STREET. ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I FURTHER CERTIFY, IN ACCORDANCE WITH GOVERNMENT CODE SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THE ABANDONMENT OF THE EASEMENT LISTED ON SHEET 5 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 11th DAY OF April, 2023.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

CITY OF TRACY · STATE OF INCORPORATION

© COPYRIGHT

44-64B

44-64C

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, 44 M & P 1
(9) TRACT NO. 4084, 44 M & P 2
(10) TRACT NO. 4085, 44 M & P 21
(11) TRACT NO. 4086, 44 M & P 24

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

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

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE

SITE MAP

SEE SHEET 5 FOR BOUNDARY AND SHEET INDEX

NOTE:

THE 20' PRIVATE ACCESS EASEMENT CREATED ON THE PARCEL MAP FILED IN BOOK 26 OF PARCEL MAPS AT PAGE 179, IS TERMINATED WITH THE FILING OF THIS MAP AND IS THEREFORE NOT SHOWN HEREON.

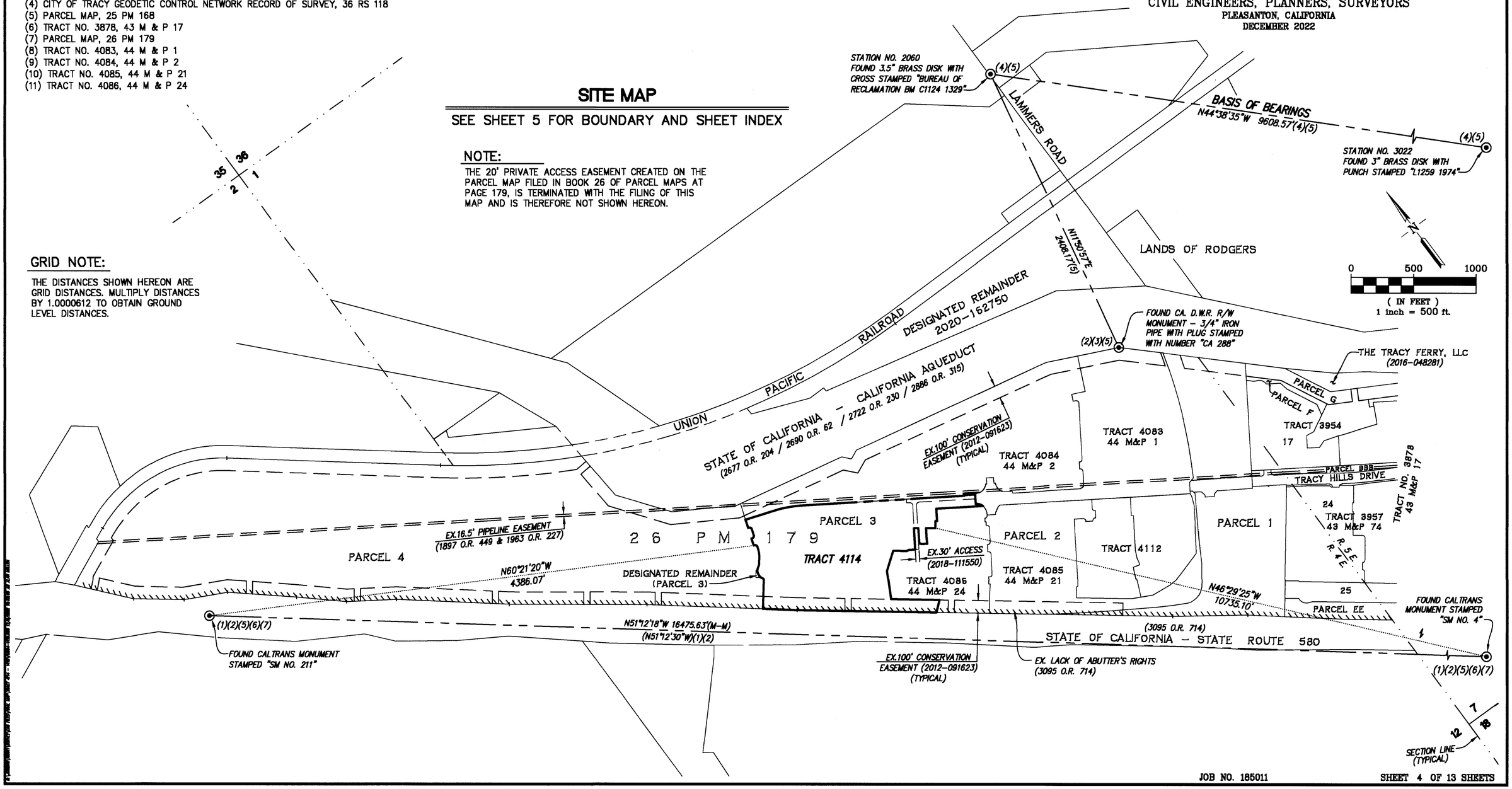
TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

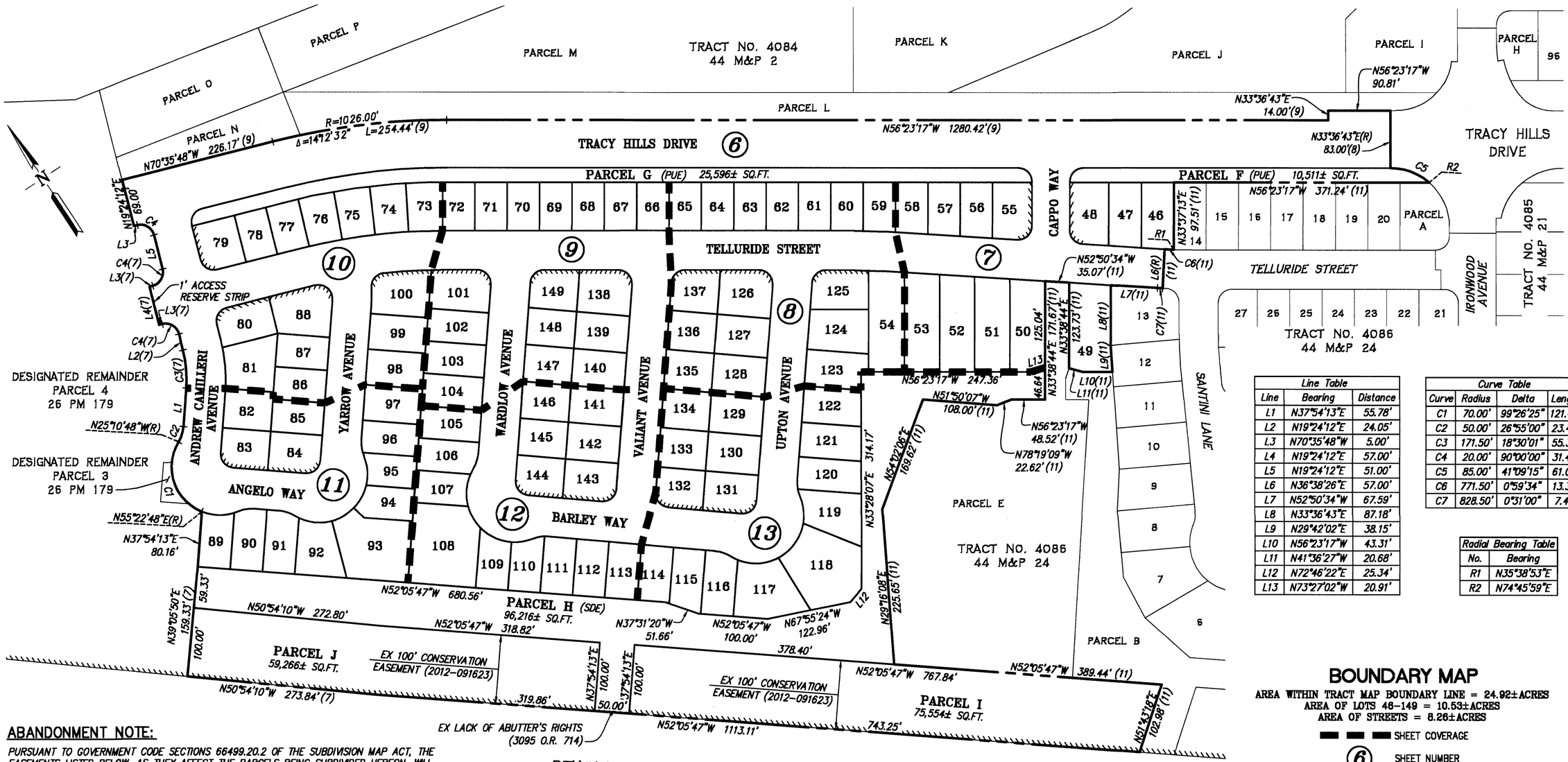
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022



JOB NO. 185011

44-64C

44-64D



Line Table		
Line	Bearing	Distance
L1	N37°54'13"E	55.78'
L2	N19°24'12"E	24.05'
L3	N70°35'48"W	5.00'
L4	N19°24'12"E	57.00'
L5	N19°24'12"E	51.00'
L6	N36°38'26"E	57.00'
L7	N52°50'34"W	67.59'
L8	N33°36'43"E	87.18'
L9	N29°42'02"E	38.15'
L10	N56°23'17"W	43.31'
L11	N41°36'27"W	20.68'
L12	N72°46'22"E	25.34'
L13	N73°27'02"W	20.91'

Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	99°26'25"	121.49'
C2	50.00'	26°55'00"	23.49'
C3	171.50'	18°30'01"	55.38'
C4	20.00'	90°00'00"	31.42'
C5	85.00'	41°09'15"	61.05'
C6	771.50'	0°59'34"	13.37'
C7	828.50'	0°31'00"	7.47'

Radial Bearing Table	
No.	Bearing
R1	N35°38'53"E
R2	N74°45'59"E

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 24.92±ACRES
AREA OF LOTS 46–149 = 10.53±ACRES
AREA OF STREETS = 8.26±ACRES

SHEET COVERAGE

(6) SHEET NUMBER

ABANDONMENT NOTE:

PURSUANT TO GOVERNMENT CODE SECTIONS 66499.20.2 OF THE SUBDIVISION MAP ACT, THE EASEMENTS LISTED BELOW, AS THEY AFFECT THE PARCELS BEING SUBDIVIDED HEREON, WILL BE ABANDONED WITH THE FILING OF THIS MAP AND ARE THEREFORE NOT SHOWN HEREON:

1. *THE 1–FOOT WIDE ACCESS RESERVE STRIP AT THE END OF TELLURIDE STREET IN FAVOR OF THE CITY OF TRACY AS CREATED IN "TRACT NO. 4086 – SUBDIVISIONS OF SAN JOAQUIN COUNTY – TRACY HILLS VILLAGE 11A" RECORDED ON MAY 6, 2022 IN BOOK 44 OF MAPS AND PLATS, AT PAGE 24.*
2. *AN ACCESS AND UTILITY EASEMENT IN FAVOR OF THE CITY OF TRACY PER DOC. 2018–111550.*

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

	TRACT MAP BOUNDARY LINE	LME	LANDSCAPE MAINTENANCE EASEMENT
	LOT LINE	SDE	STORM DRAIN EASEMENT
	EXISTING EASEMENT LINE	EX.	EXISTING
	NEW EASEMENT LINE	SQ.FT.	SQUARE FEET
	MONUMENT LINE	(LOT)	LOT LINE DIMENSION
	MONUMENT TIE LINE	(M–M)	MONUMENT TO MONUMENT
	EXISTING PROPERTY LINE	(M–ML)	MONUMENT TO MONUMENT LINE
◉	FOUND MONUMENT AS NOTED	(M–PL)	MONUMENT TO PROPERTY LINE
◎	SET STANDARD MONUMENT, STAMPED LS 6441	(TIE–PL)	TIE TO PROPERTY LINE
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	(R)	RADIAL
PUE	PUBLIC UTILITY EASEMENT	(T)	TOTAL
		O.R.	OFFICIAL RECORDS
		(DATA)(1)	RECORD DATA & REFERENCE
		////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

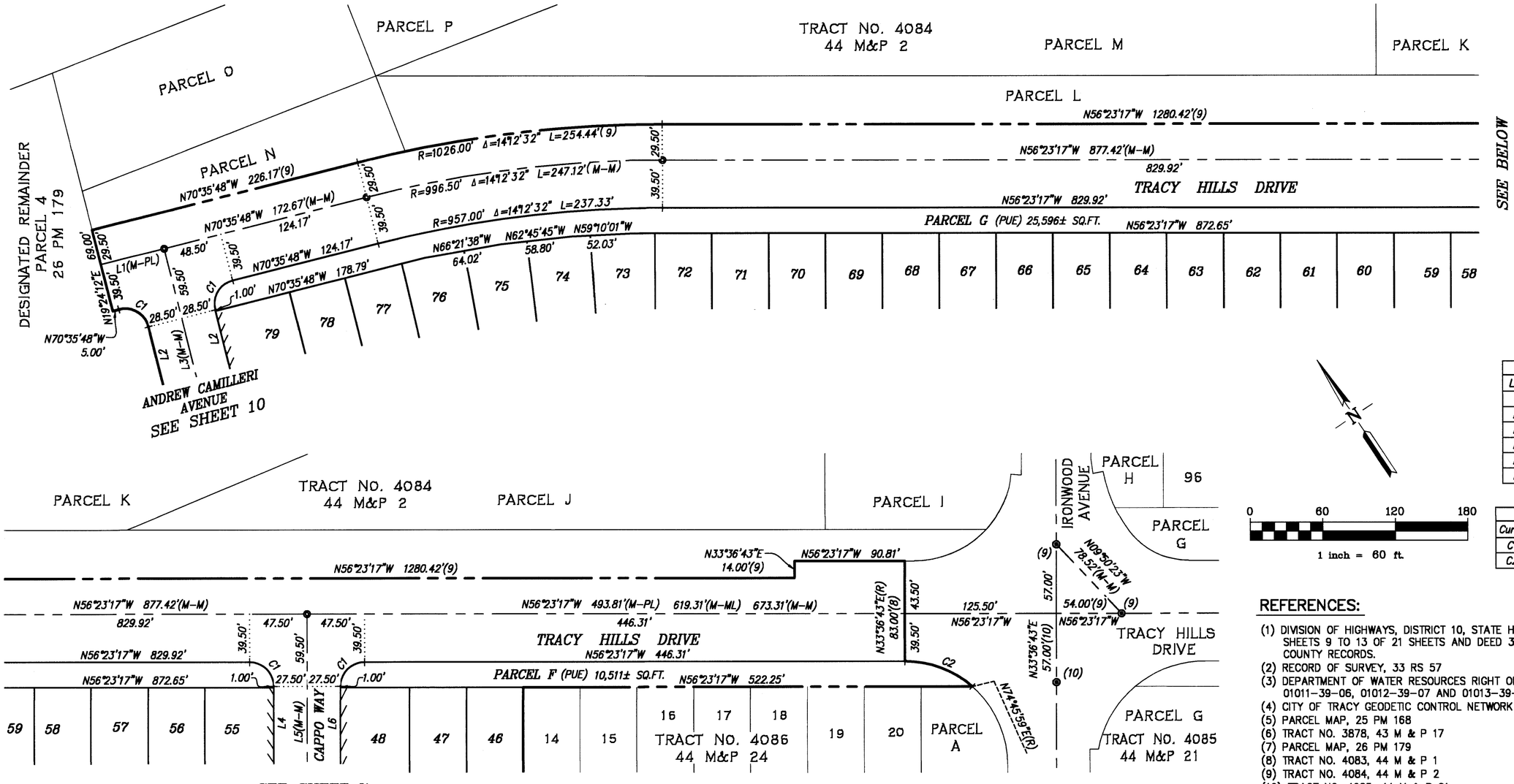
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022

JOB NO. 185011

44-64D

44-64E



Line Table		
Line	Bearing	Distance
L1	N70°35'48"W	53.50'
L2	N19°24'12"E	51.00'
L3	N19°24'12"E	159.00'
L4	N33°36'43"E	64.74'
L5	N33°36'43"E	175.78'
L6	N33°36'43"E	70.63'

Curve Table			
Curve	Radius	Delta	Length
C1	20.00'	90°00'00"	31.42'
C2	85.00'	41°09'15"	61.05'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
(4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(5) PARCEL MAP, 25 PM 168
(6) TRACT NO. 3878, 43 M & P 17
(7) PARCEL MAP, 26 PM 179
(8) TRACT NO. 4083, 44 M & P 1
(9) TRACT NO. 4084, 44 M & P 2
(10) TRACT NO. 4085, 44 M & P 21
(11) TRACT NO. 4086, 44 M & P 24

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE	LME	LANDSCAPE MAINTENANCE EASEMENT
———	LOT LINE	SDE	STORM DRAIN EASEMENT
— — —	EXISTING EASEMENT LINE	EX.	EXISTING
- - - -	NEW EASEMENT LINE	SQ.FT.	SQUARE FEET
— - — -	MONUMENT LINE	(LOT)	LOT LINE DIMENSION
.....	MONUMENT TIE LINE	(M-M)	MONUMENT TO MONUMENT
———	EXISTING PROPERTY LINE	(M-ML)	MONUMENT TO MONUMENT LINE
◉	FOUND MONUMENT AS NOTED	(M-PL)	MONUMENT TO PROPERTY LINE
◎	SET STANDARD MONUMENT, STAMPED LS 6441	(TIE-PL)	TIE TO PROPERTY LINE
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	(R)	RADIAL
PUE	PUBLIC UTILITY EASEMENT	(T)	TOTAL
		O.R.	OFFICIAL RECORDS
		(DATA)(1)	RECORD DATA & REFERENCE
		////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 26 OF PARCEL MAPS AT PAGE 179 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E. MOUNT DIABLO MERIDIAN

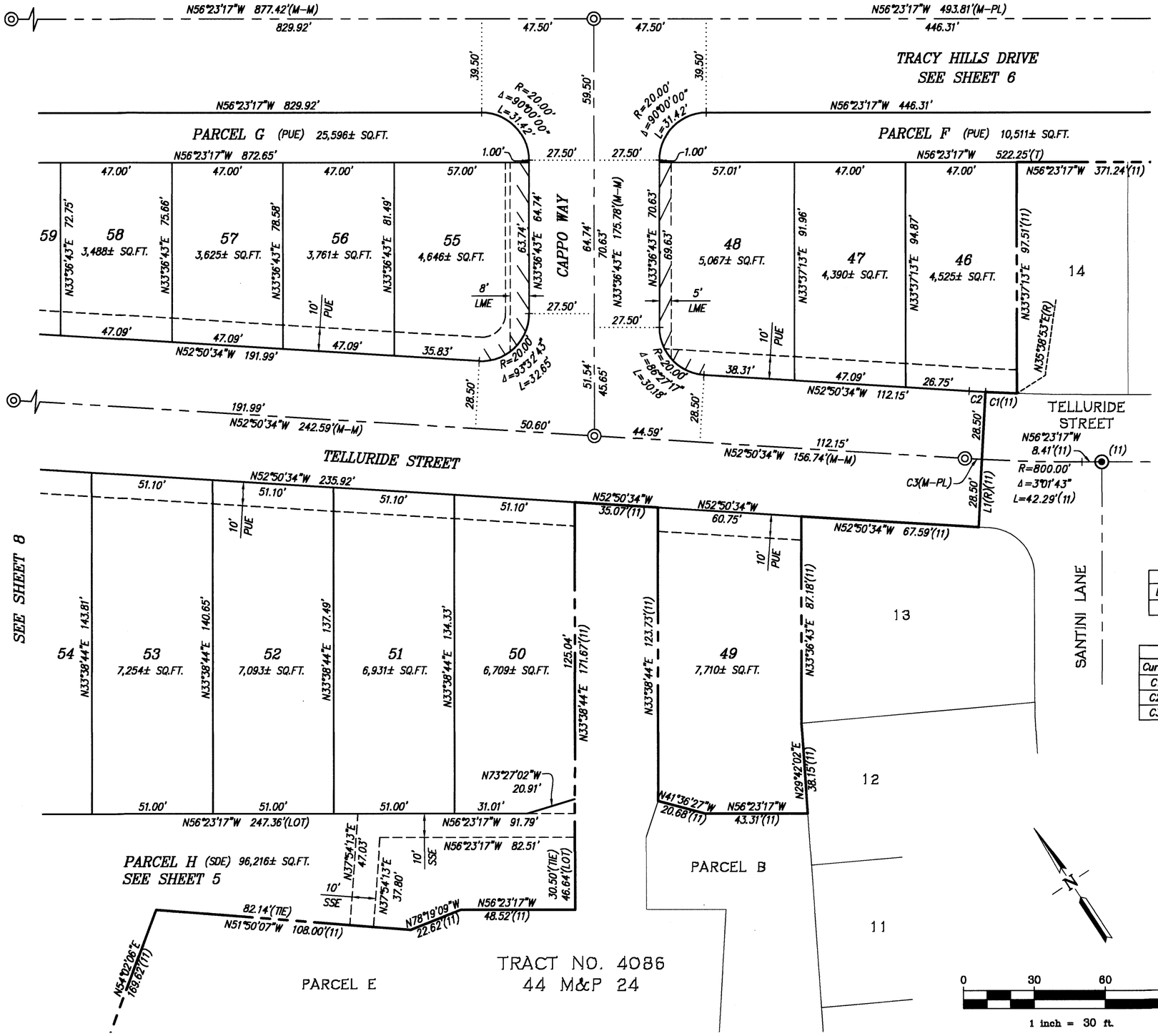
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

DECEMBER 2022

44-64E

44-64 F



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
(4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(5) PARCEL MAP, 25 PM 168
(6) TRACT NO. 3878, 43 M & P 17
(7) PARCEL MAP, 26 PM 179
(8) TRACT NO. 4083, 44 M & P 1
(9) TRACT NO. 4084, 44 M & P 2
(10) TRACT NO. 4085, 44 M & P 21
(11) TRACT NO. 4086, 44 M & P 24

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— — ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

Line Table		
Line	Bearing	Distance
L1	N36°38'26"E	57.00'

Curve Table			
Curve	Radius	Delta	Length
C1	771.50'	0°59'34"	13.37'
C2	771.50'	0°31'00"	6.96'
C3	800.00'	0°31'00"	7.21'

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 26 OF PARCEL MAPS AT PAGE 179 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022

JOB NO. 185011 SHEET 7 OF 13 SHEETS

44-64 F

44-64G

N56°23'17"W 877.42'(M-M)

TRACY HILLS DRIVE
SEE SHEET 6

N56°23'17"W 829.92'

PARCEL G (PUE) 25,596± SQ.FT.

N56°23'17"W 872.65'

66 | 65 3,311± SQ.FT. | 64 3,311± SQ.FT. | 63 3,311± SQ.FT. | 62 3,311± SQ.FT. | 61 3,311± SQ.FT. | 60 3,311± SQ.FT. | 59 3,359± SQ.FT. | 58

47.00' | 47.00' | 47.00' | 47.00' | 47.00' | 47.00' | 47.00' | 47.00'

N33°36'43"E 70.44' | N33°36'43"E 70.44' | N33°36'43"E 70.44' | N33°36'43"E 70.44' | N33°36'43"E 70.44' | N33°36'43"E 70.44' | N33°36'43"E 70.55' | N34°37'39"E(R) | N33°36'43"E 72.75'

10' PUE

47.00' | 47.00' | 47.00' | 47.00' | 47.00' | 34.09' | C2 | C3 | 14.89'

N56°23'17"W 600.90'

N52°50'34"W 191.99'

TELLURIDE STREET

N56°23'17"W 204.57'(M-M) | N56°23'17"W 204.57'(M-M) | N56°23'17"W 86.10'(M-M) | C1(M-M) | N52°50'34"W 191.99' | N52°50'34"W 242.59'(M-M)

52.28' | 45.00' | 107.30' | 52.28' | 45.00' | 41.10' | 28.50' | 28.50'

R=20.00' Δ=94°17'29" L=32.91' | R=20.00' Δ=85°42'31" L=29.92' | R=20.00' Δ=94°17'29" L=32.91' | R=20.00' Δ=85°42'31" L=29.92'

R=728.50' Δ=3°32'43" L=45.08'

R=671.50' Δ=3°32'43" L=41.55'

N56°23'17"W 107.30' | N56°23'17"W 41.10' | N52°50'34"W 235.92'

N55°17'22"W 64.67' | 51.64' | 55.66' | N53°46'43"W 74.81' | C4 | C5 | 31.54'

LME 6.50'(LME) | 4' LME | LME 8.00'(LME)

28.50' | 28.50' | 28.50' | 28.50' | 28.50' | 28.50' | 28.50' | 28.50'

SEE SHEET 9

138 | 137 4,193± SQ.FT. | 126 5,070± SQ.FT. | 125 4,617± SQ.FT. | SEE SHEET 7

39.40' | 63.90'(LOT) | 48.87' | 38.60' | 56.69'(LOT) | N35°21'45"E(R) | 10' PUE

N51°32'05"W 70.00' | N51°32'05"W 77.00' | N56°23'17"W 84.44'

10' PUE

139 | 136 3,990± SQ.FT. | 127 4,389± SQ.FT. | 124 5,269± SQ.FT. | 54 7,625± SQ.FT. | 53

57.00' | 57.00' | 57.00' | 57.59' | 64.09' | N33°36'43"E 146.73' | N33°36'44"E 143.81'

10' PUE | 10' PUE

N37°54'13"E 296.38' | 296.38' 304.61' N37°54'13"E 397.64'(M-M) | N37°54'13"E 304.61' | 348.91'(T) | N37°54'13"E 313.69' | 313.69' 287.12' N37°54'13"E 414.94'(M-M) | N37°54'13"E 287.12' | N52°05'47"W 89.00'

VALIANT AVENUE | UPTON AVENUE

140 | 135 3,990± SQ.FT. | 128 4,389± SQ.FT. | 123 4,580± SQ.FT.

N51°32'05"W 70.00' | N51°32'05"W 77.00' | N37°54'13"E 53.60' | 25.95' | 10.94' | 52.40' | N56°23'17"W 247.36'

26.98' | N33°28'07"E 314.17'

141 | 134 | 129 | 122

N52°05'47"W 82.12'

PARCEL H (SDE)
SEE SHEET 5

SEE SHEET 13

Curve Table			
Curve	Radius	Delta	Length
C1	700.00'	3°32'43"	43.31'
C2	728.50'	1°00'56"	12.91'
C3	728.50'	2°31'47"	32.16'
C4	671.50'	1°45'02"	20.52'
C5	671.50'	1°47'41"	21.03'

0 30 60 90

1 inch = 30 ft.

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
(4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(5) PARCEL MAP, 25 PM 168
(6) TRACT NO. 3878, 43 M & P 17
(7) PARCEL MAP, 26 PM 179
(8) TRACT NO. 4083, 44 M & P 1
(9) TRACT NO. 4084, 44 M & P 2
(10) TRACT NO. 4085, 44 M & P 21
(11) TRACT NO. 4086, 44 M & P 24

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441

LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 26 OF PARCEL MAPS AT PAGE 179 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

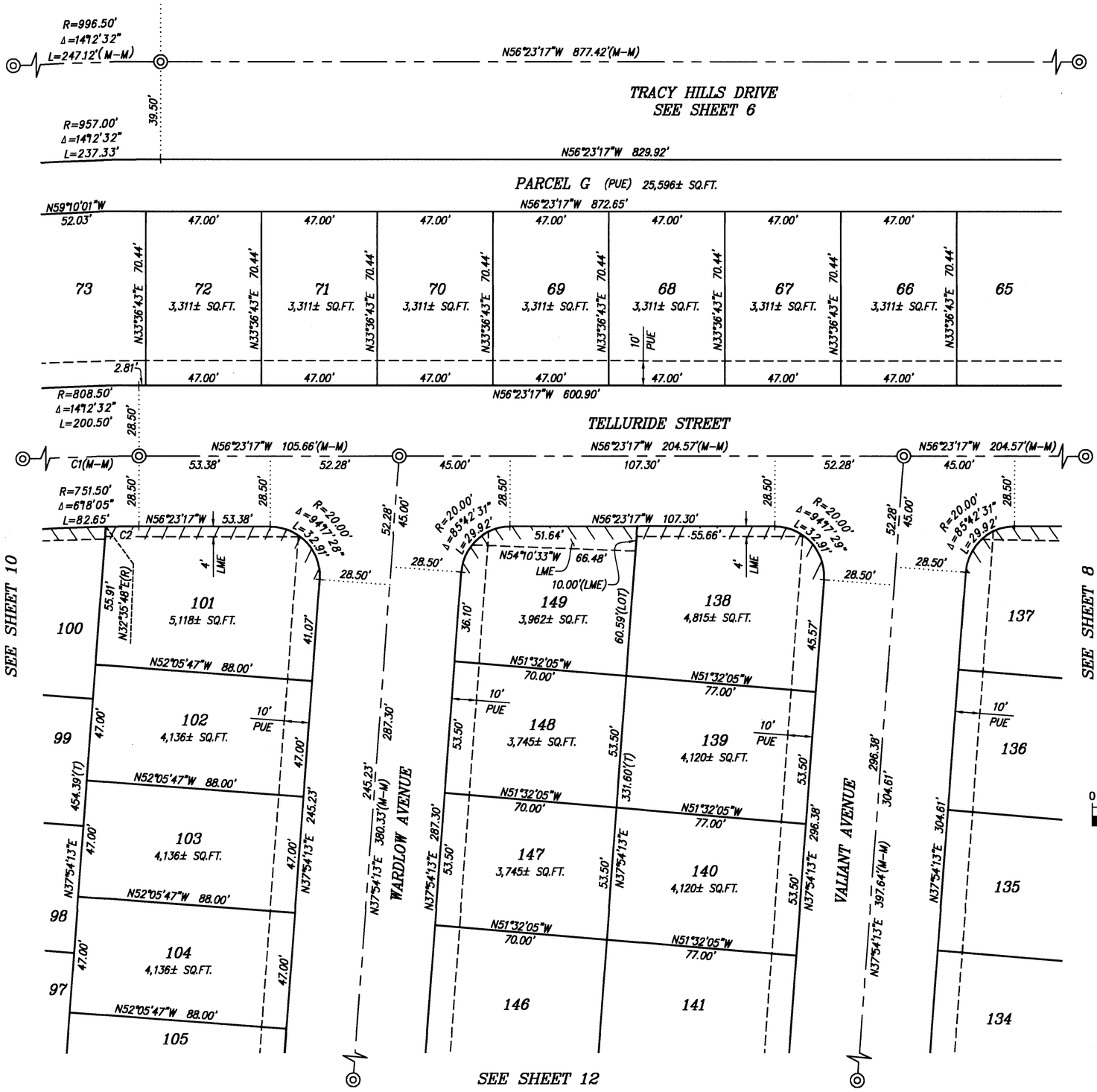
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022

JOB NO. 185011

SHEET 8 OF 13 SHEETS

44-64G

44-64 H



Curve Table			
Curve	Radius	Delta	Length
C1	780.00'	9°57'21"	135.53'
C2	751.50'	1°00'56"	13.32'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
(4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(5) PARCEL MAP, 25 PM 168
(6) TRACT NO. 3878, 43 M & P 17
(7) PARCEL MAP, 26 PM 179
(8) TRACT NO. 4083, 44 M & P 1
(9) TRACT NO. 4084, 44 M & P 2
(10) TRACT NO. 4085, 44 M & P 21
(11) TRACT NO. 4086, 44 M & P 24

GRID NOTE:

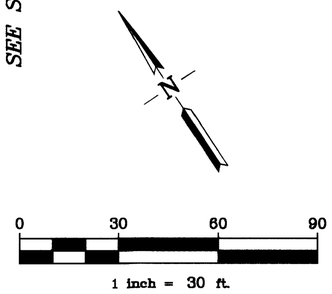
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— - ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED



TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

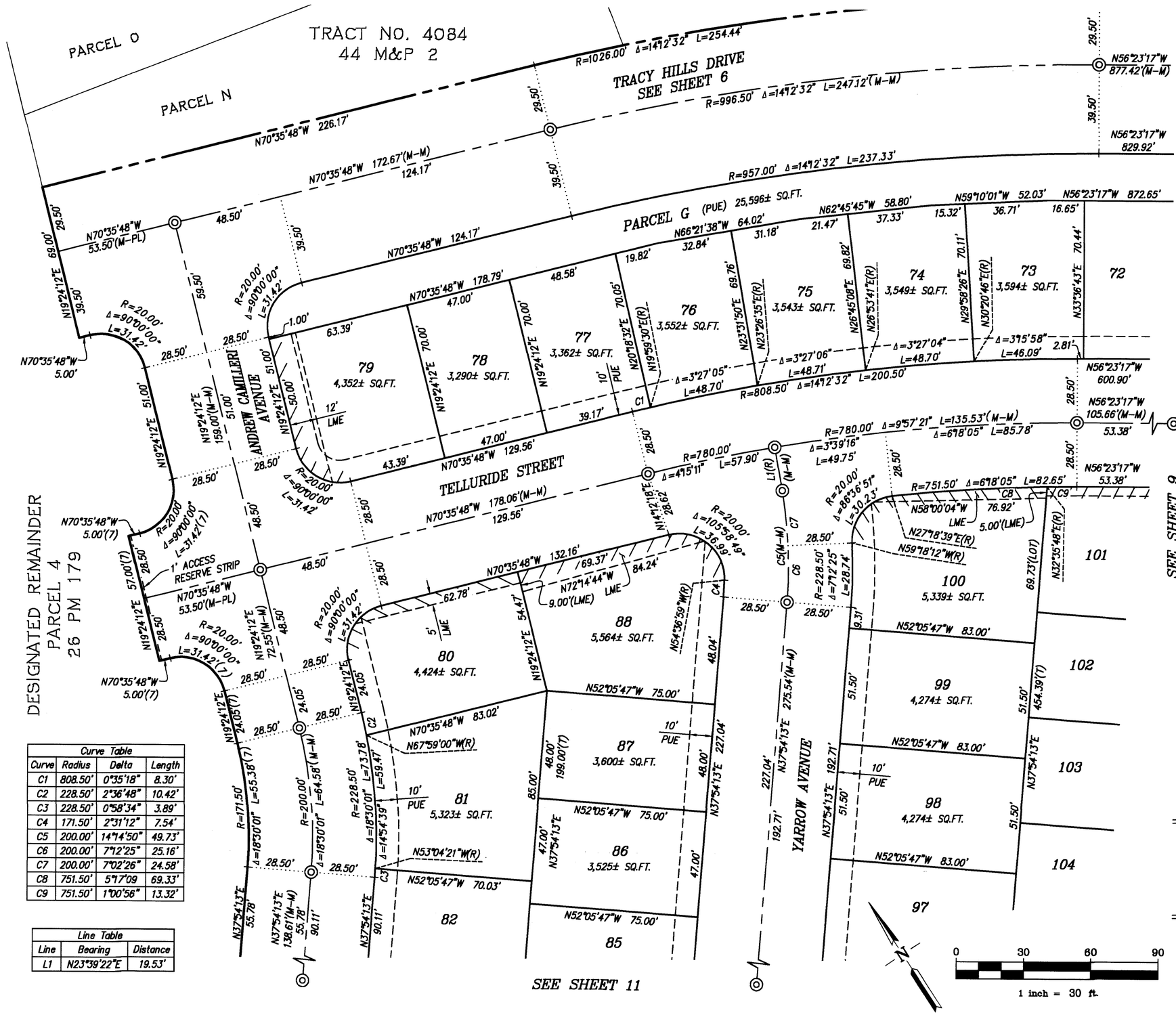
DECEMBER 2022

JOB NO. 185011

SHEET 9 OF 13 SHEETS

44-64 H

44-64I



Curve Table			
Curve	Radius	Delta	Length
C1	808.50'	0°35'18"	8.30'
C2	228.50'	2°36'48"	10.42'
C3	228.50'	0°58'34"	3.89'
C4	171.50'	2°31'12"	7.54'
C5	200.00'	14°14'50"	49.73'
C6	200.00'	7°12'25"	25.16'
C7	200.00'	7°02'26"	24.58'
C8	751.50'	5°17'09	69.33'
C9	751.50'	1°00'56"	13.32'

Line Table		
Line	Bearing	Distance
L1	N23°39'22"E	19.53'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
(4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(5) PARCEL MAP, 25 PM 168
(6) TRACT NO. 3878, 43 M & P 17
(7) PARCEL MAP, 26 PM 179
(8) TRACT NO. 4083, 44 M & P 1
(9) TRACT NO. 4084, 44 M & P 2
(10) TRACT NO. 4085, 44 M & P 21
(11) TRACT NO. 4086, 44 M & P 24

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ◉ FOUND MONUMENT AS NOTED
- ◎ SET STANDARD MONUMENT, STAMPED LS 6441
- ○ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- EX. EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- //////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 26 OF PARCEL MAPS AT PAGE 179 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

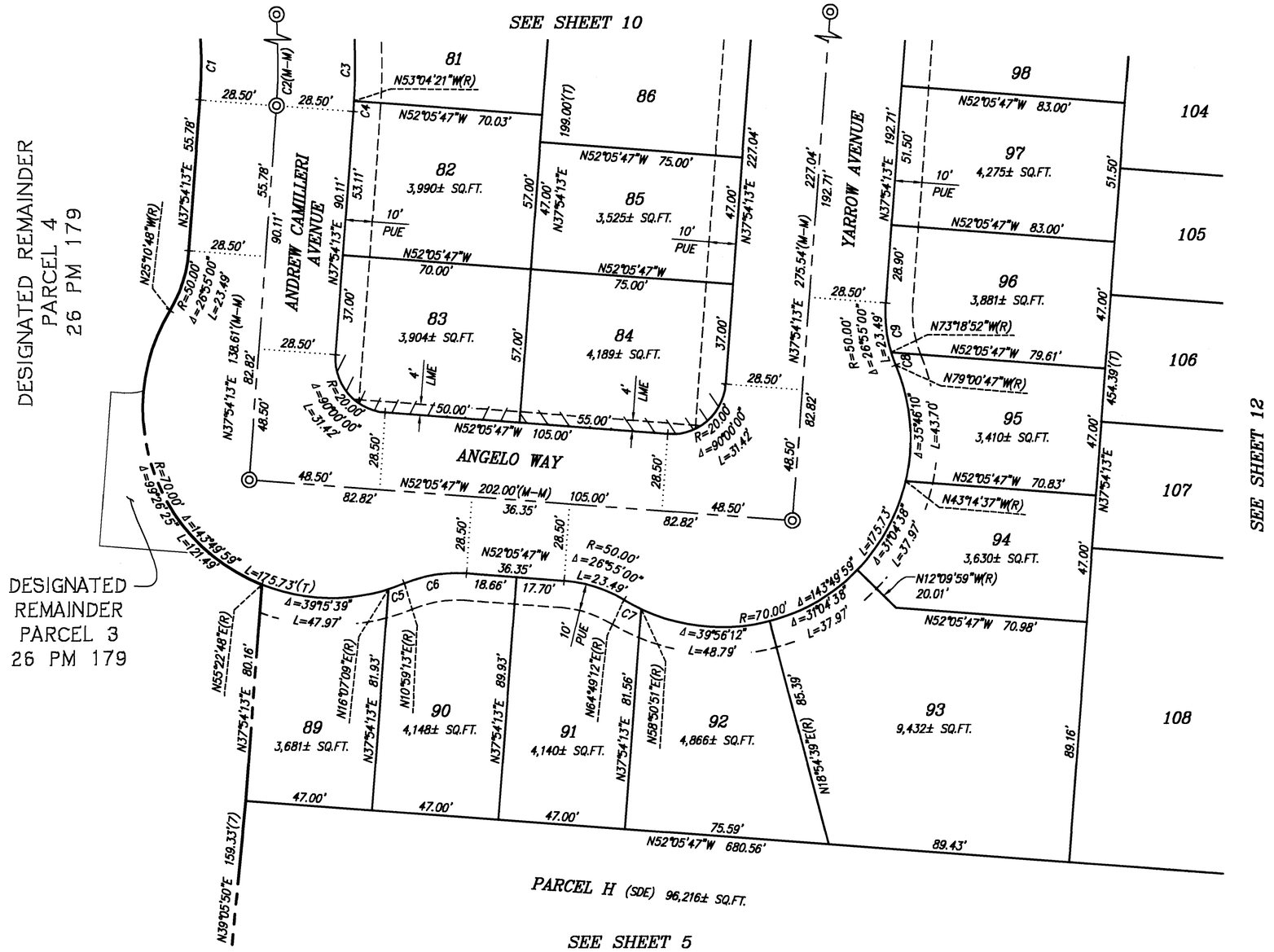
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022

JOB NO. 185011

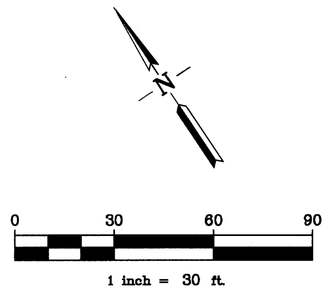
SHEET 10 OF 13 SHEETS

44-64I

44-64J



Curve Table			
Curve	Radius	Delta	Length
C1	171.50'	18°30'01"	55.38'
C2	200.00'	18°30'01"	64.58'
C3	228.50'	18°30'01"	73.78'
C4	228.50'	0°58'34"	3.89'
C5	70.00'	5°07'56"	6.27'
C6	50.00'	26°54'59"	23.49'
C7	70.00'	5°58'21"	7.30'
C8	50.00'	5°41'55"	4.97'
C9	50.00'	21°13'05"	18.52'



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
(4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(5) PARCEL MAP, 25 PM 168
(6) TRACT NO. 3878, 43 M & P 17
(7) PARCEL MAP, 26 PM 179
(8) TRACT NO. 4083, 44 M & P 1
(9) TRACT NO. 4084, 44 M & P 2
(10) TRACT NO. 4085, 44 M & P 21
(11) TRACT NO. 4086, 44 M & P 24

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— - ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

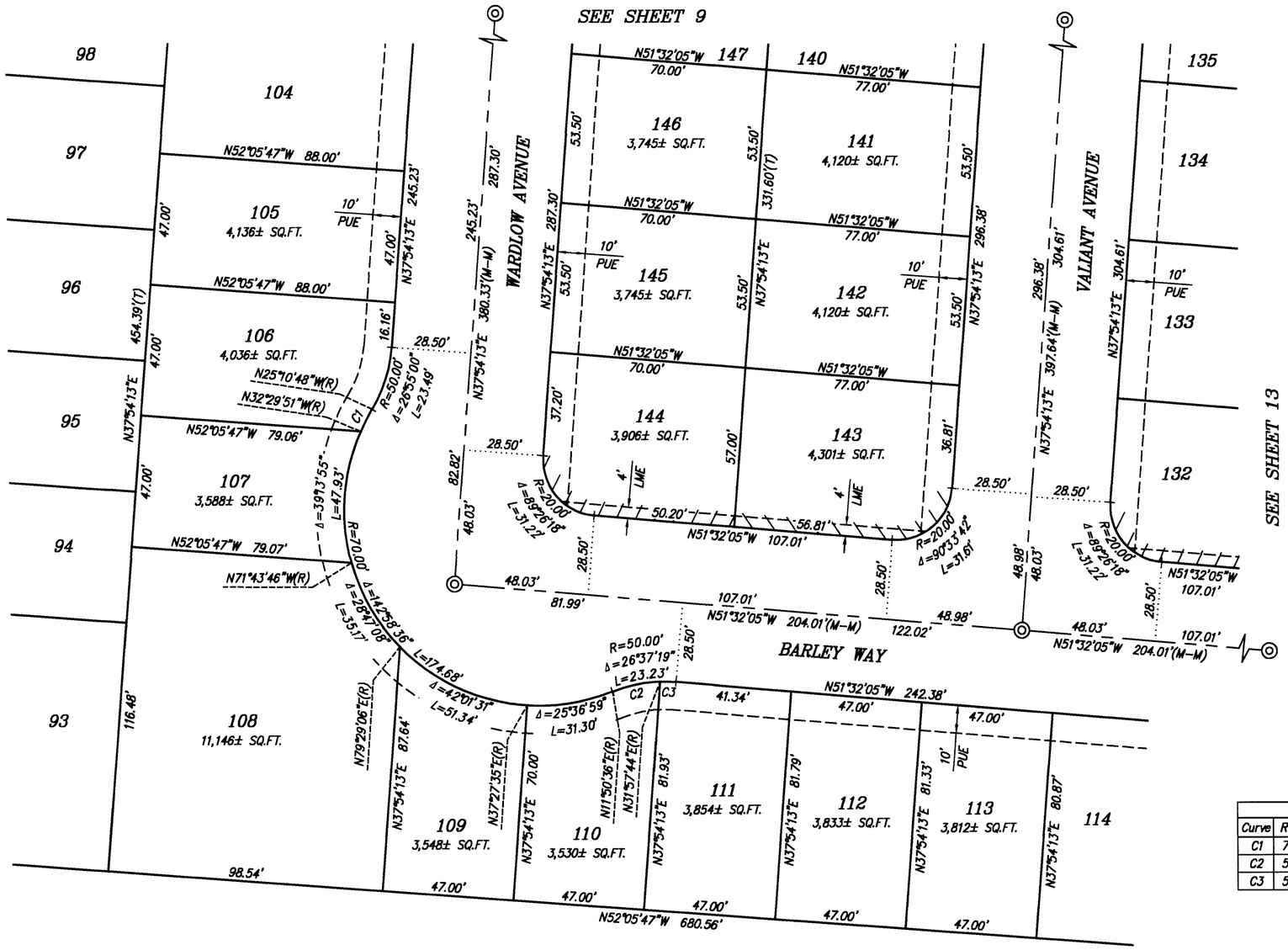
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

DECEMBER 2022

44-64J

44-64 K



PARCEL H (SDE) 96,216± SQ.FT.

SEE SHEET 5

Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	7°19'03"	8.94'
C2	50.00'	20°07'07"	17.56'
C3	50.00'	6°30'11"	5.68'

REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
(4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(5) PARCEL MAP, 25 PM 168
(6) TRACT NO. 3878, 43 M & P 17
(7) PARCEL MAP, 26 PM 179
(8) TRACT NO. 4083, 44 M & P 1
(9) TRACT NO. 4084, 44 M & P 2
(10) TRACT NO. 4085, 44 M & P 21
(11) TRACT NO. 4086, 44 M & P 24

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.

0 30 60 90

1 inch = 30 ft.

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4 AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020 IN BOOK 26 OF PARCEL MAPS AT PAGE 179 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

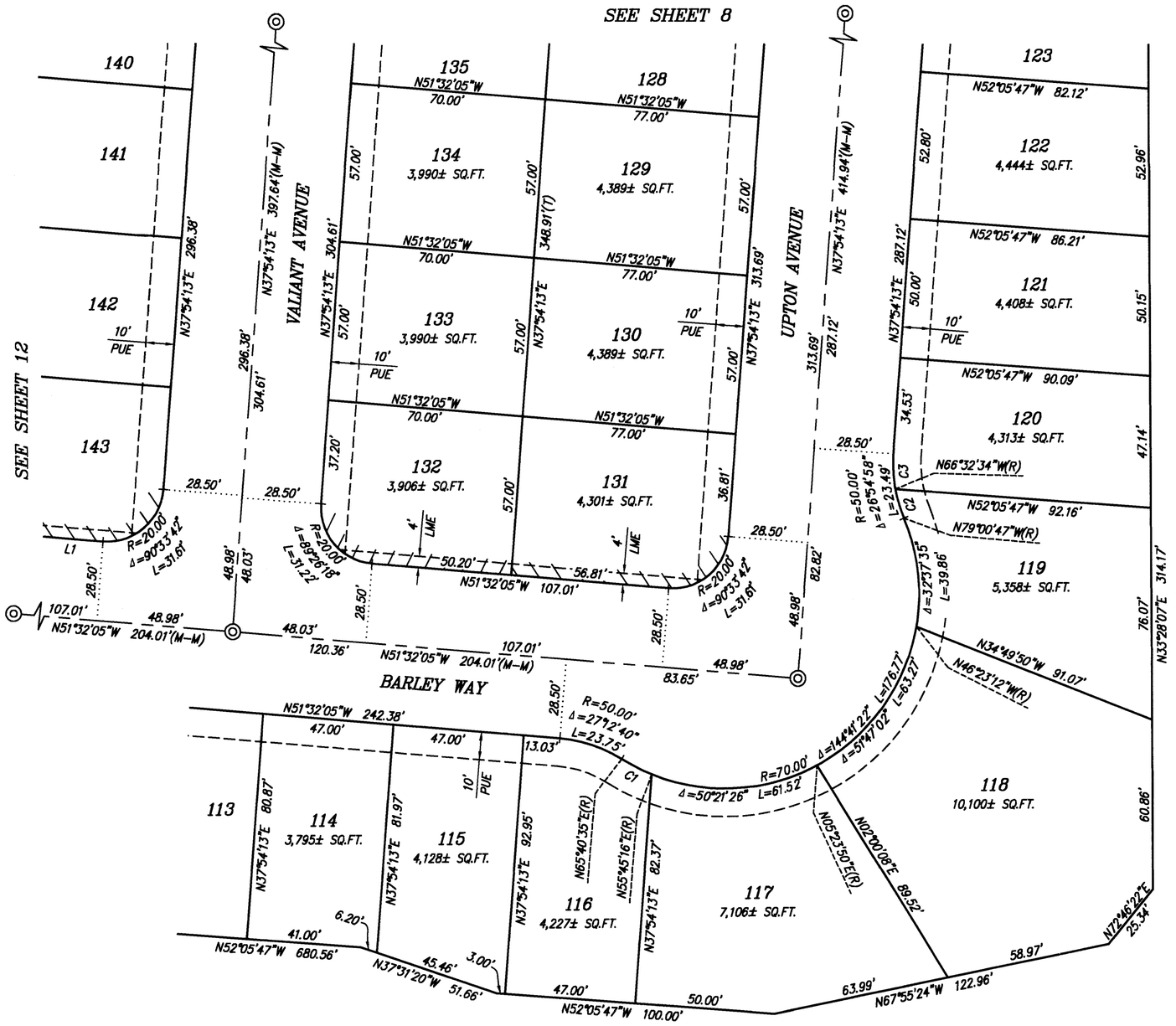
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022

JOB NO. 185011

SHEET 12 OF 13 SHEETS

44-64 K

44-64 L



REFERENCES:

(1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
(2) RECORD OF SURVEY, 33 RS 57
(3) DEPARTMENT OF WATER RESOURCES RIGHT OF WAY MAPS, DRAWING NUMBERS 01011-39-06, 01012-39-07 AND 01013-39-08
(4) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
(5) PARCEL MAP, 25 PM 168
(6) TRACT NO. 3878, 43 M & P 17
(7) PARCEL MAP, 26 PM 179
(8) TRACT NO. 4083, 44 M & P 1
(9) TRACT NO. 4084, 44 M & P 2
(10) TRACT NO. 4085, 44 M & P 21
(11) TRACT NO. 4086, 44 M & P 24

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

———	TRACT MAP BOUNDARY LINE
———	LOT LINE
— — —	EXISTING EASEMENT LINE
- - - -	NEW EASEMENT LINE
—— — ——	MONUMENT LINE
.....	MONUMENT TIE LINE
———	EXISTING PROPERTY LINE
◉	FOUND MONUMENT AS NOTED
◎	SET STANDARD MONUMENT, STAMPED LS 6441
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
LME	LANDSCAPE MAINTENANCE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
EX.	EXISTING
SQ.FT.	SQUARE FEET
(LOT)	LOT LINE DIMENSION
(M-M)	MONUMENT TO MONUMENT
(M-ML)	MONUMENT TO MONUMENT LINE
(M-PL)	MONUMENT TO PROPERTY LINE
(TIE-PL)	TIE TO PROPERTY LINE
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)(1)	RECORD DATA & REFERENCE
////////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

Line Table		
Line	Bearing	Distance
L1	N51°32'05"W	107.01'

Curve Table			
Curve	Radius	Delta	Length
C1	70.00'	9°55'19"	12.12'
C2	50.00'	12°28'13"	10.88'
C3	50.00'	14°26'45"	12.61'

TRACT NO. 4114
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 11B

BEING A SUBDIVISION OF PORTIONS OF PARCELS 2, 3, AND 4
AS SHOWN ON THE PARCEL MAP RECORDED NOVEMBER 23, 2020
IN BOOK 26 OF PARCEL MAPS AT PAGE 179
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 12, T. 3 S., R. 4 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
DECEMBER 2022

JOB NO. 185011

SHEET 13 OF 13 SHEETS

44-64 L

Doc #: 2022-109603
09/19/2022 11:37:14 AM
Page: 1 of 7 Fee: $0
Steve J. Bestolarides
San Joaquin County Recorders
Paid By: CITY OF TRACY

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
use (Government Code Section 6103 and 27383)
Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's
APN: 251-060-16

IRREVOCABLE OFFER OF DEDICATION OF FEE INTEREST

For A Valuable Consideration, receipt of which is hereby acknowledged, Tracy Phase IB, LLC, a Delaware limited liability company, represents that, as the owner(s) of the herein-described real property (in the case of multiple owners, collectively referred to as "Grantor"), Grantor hereby makes an Irrevocable Offer of Dedication of fee interest to THE CITY OF TRACY, A MUNICIPAL CORPORATION, the hereinafter described real property for the following public purpose:

Tracy Hills Drive

The real property referred to above is situated in the City of Tracy, County of San Joaquin, State of California and is more particularly described as follows:

SEE ATTACHED:

EXHIBIT A FOR LEGAL DESCRIPTION
EXHIBIT B FOR PLAT

Signed this 23rd day of June, 2022

Tracy Phase IB, LLC,
a Delaware limited liability company

By: _____
Name: John Stanek
Title: Authorized Representative

** Corporations - signature of two (2) officers required or one (1) officer plus corporate seal.*
Partnership - signature of a partner required
Sole Proprietorship - signature of proprietor required LLC – signature of proprietor or partner required

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City of Tracy.

This Offer of Dedication of fee interest shall be irrevocable and shall be binding on the Grantor, its heirs, executors, administrators, successors and assigns. The City and its successors or assigns shall incur no liability with respect to this offer of dedication, and shall not assume any responsibility for the Property or any improvements thereon, until this offer has been accepted by the City of Tracy.

(Notary Acknowledgment Required for Each signatory)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Orange)

On June 23, 2022 before me, Anne Nguyen, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared John Stanek
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ANNE NGUYEN
Notary Public - California
Orange County
Commission # 2297405
My Comm. Expires Aug 14, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Irrevocable Offer of Dedication of Fee Interest Document Date: 6/23/2022
Number of Pages: 6 Signer(s) Other Than Named Above: _____

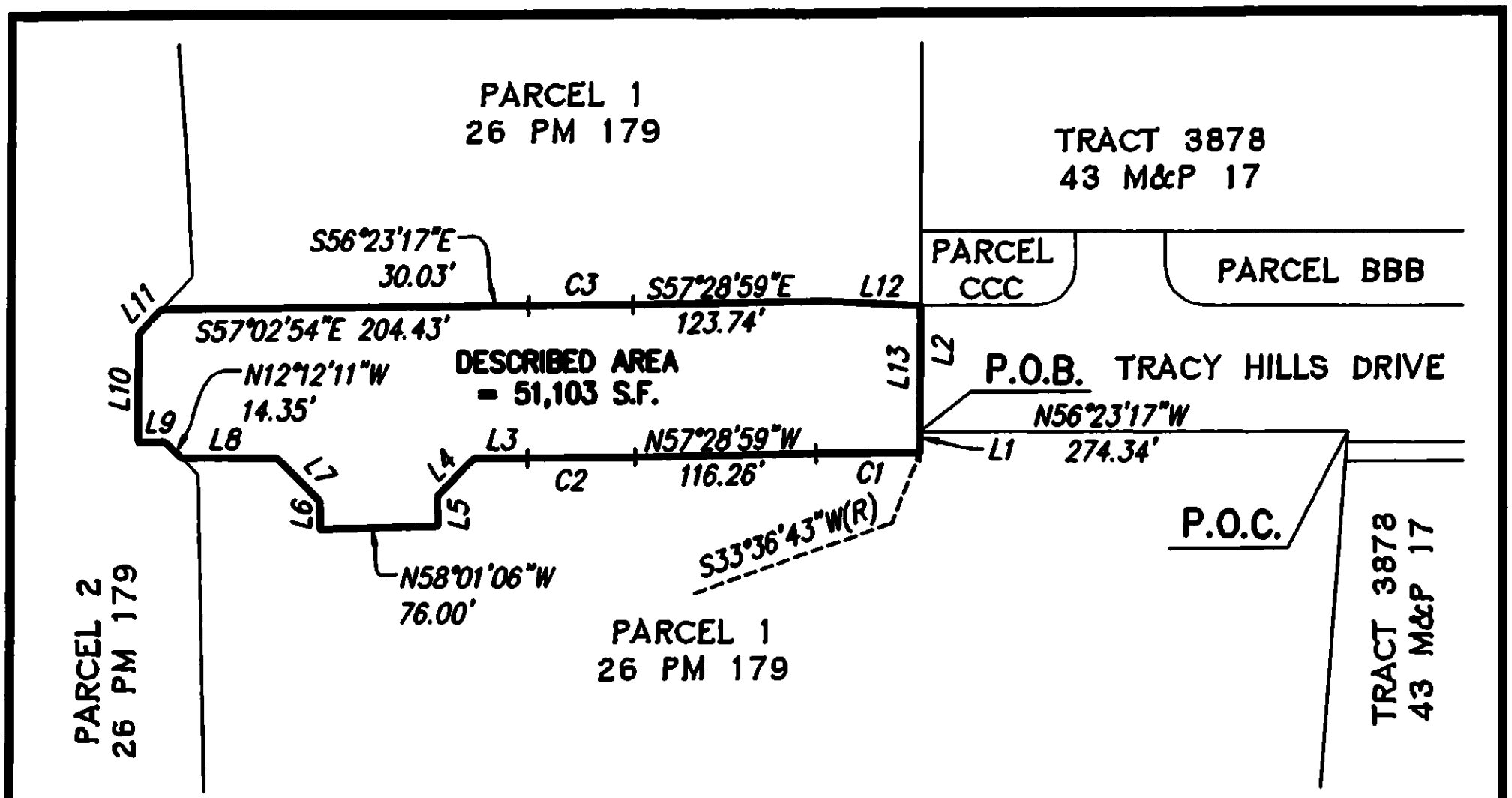
Capacity(ies) Claimed by Signer(s)

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

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

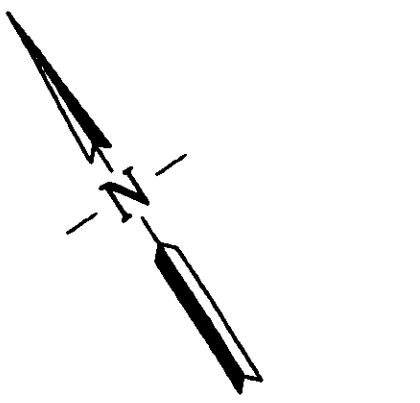
EXHIBIT A
LEGAL DESCRIPTION

(SEE ATTACHED)



Curve Table			
Curve	Radius	Delta	Length
C1	3450.50'	1°05'42"	65.95'
C2	3548.50'	1°05'42"	67.82'
C3	3452.50'	1°05'43"	65.99'

Line Table		
Line	Bearing	Distance
L1	S33°36'50"W	13.00'
L2	S33°36'50"W	79.50'
L3	N56°23'17"W	33.85'
L4	S77°42'58"W	33.10'
L5	S31°58'54"W	18.82'
L6	N31°58'54"E	17.62'
L7	N12°12'11"W	38.93'
L8	N56°23'17"W	60.41'
L9	N56°23'17"W	16.85'
L10	N33°36'43"E	69.00'
L11	N77°01'14"E	20.16'
L12	S53°32'37"E	60.37'
L13	S33°36'50"W	92.50'



0 120 240

1 inch = 120 ft.

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
———	EXISTING PARCEL LINE
———	BOUNDARY OF DESCRIBED AREA
S.F.	SQUARE FEET
(T)	TOTAL

SCOTT A. SHORTLIDGE, P.L.S. 6441

EXHIBIT A

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT OF WAY DEDICATION

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" = 120'	7-13-2021	185011

G:\JOBS\185011\SURVEY\CAD FILES\PLATS\ROW DEDICATION.DWG 7/13/2021 5:05:00 PM

EXHIBIT B
PLAT

(SEE ATTACHED)

EXHIBIT "B"

Tracy Hills Drive Right of Way Extension

Land Description of real property situate in the City of Tracy, County of San Joaquin, State of California, and being portion of Parcel 1 shown on that certain Map, filed on November 23, 2020 in Book 26, at Page 179 Official Records of said County, and being more particularly described as follows:

Beginning at the most western corner of Tracy Hills Drive as dedicated on that certain Map, filed on January 26, 2018 in Book 43 of Maps and Plats at Page 17 Official Records of said County; **Thence** crossing through said Parcel 1 for the following eleven (11) courses: (1) South 33° 36' 44" West – 13.00 feet for the beginning of a curve to the left from which point the center bears South 33° 36' 43" West, (2) in a northwesterly direction with said curve turning to the left an arc length of 65.95 feet, having a radius of 3450.50 feet and through a central angle of 01° 05' 42", (3) North 57° 28' 59" West - 116.25 feet for the beginning of a curve to the right, (4) in a northwesterly direction with said curve turning to the right an arc length of 67.83 feet, having a radius of 3548.48 feet and through a central angle of 01° 05' 43", (5) North 56° 23' 17" West - 33.85 feet, (6) South 77° 42' 58" West - 33.10 feet, (7) South 31° 58' 54" West - 18.82 feet, (8) North 58° 01' 06" West - 76.00 feet, (9) North 31° 58' 54" East - 17.62 feet, (10) North 12° 12' 11" West - 38.93 feet, and (11) North 56° 23' 17" West - 60.41 feet to a point on the west line of said Parcel 1; **Thence** along said west line for the following four (4) courses: (1) North 12° 12' 11" West - 14.35 feet, (2) North 56° 23' 17" West - 16.85 feet, (3) North 33° 36' 43" East - 69.00 feet, and (4) North 77° 01' 14" East - 20.16 feet; **Thence** crossing through said Parcel 1 for the following five (5) courses: (1) South 57° 02' 54" East - 204.43 feet, (2) South 56° 23' 17" East - 30.03 feet for the beginning of a curve to the left, (3) thence in a southeasterly direction with said curve turning to the left an arc length of 65.99 feet, having a radius of 3452.48 feet and through a central angle of 01° 05' 43", (4) South 57° 28' 59" East - 123.74 feet, and (5) South 53° 32' 37" East - 60 37 feet to the northeast corner of Tracy Hills Drive; **Thence** along the northwest line of Tracy Hills Drive, South 33° 36' 44" West – 79.50 feet to the **Point of Beginning**.

Containing 51,103 square feet of land area, more or less.

SEE EXHIBIT A – PLAT TO ACCOMPANY LEGAL DESCRIPTION WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

End of Description

Prepared By:

Scott A. Shortlidge, LS 6441

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

8-25-2021

Date

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2023-____

APPROVING AN OFFSITE IMPROVEMENT AGREEMENT BETWEEN THE CITY AND LENNAR HOMES OF CALIFORNIA, LLC FOR PUBLIC ROADWAY IMPROVEMENTS FOR TRACY HILLS DRIVE 1B-2, REQUIRED AS PART OF THE CONDITIONS OF APPROVAL, FOR THE FINAL MAP PREVIOUSLY APPROVED FOR TRACT 4114 OF TRACY HILLS PHASE 1B

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 (VTSM) for Tracy Hills Phase 1B, Tract 4004 (Tracy Hills Phase 1B), processed under Application No. TSM18-0006 and approved by Resolution No. 2020-188; and

WHEREAS, the Final Map for Tract 4114 is part of the VTSM for Tract 4004; and

WHEREAS, the Tracy Hills Phase 1B project is located in the Tracy Hills Specific Plan Area situated on approximately 309.9 acres and the residential development consists of 432 residential single-family lots and is generally bordered by the Tracy Hills Phase 1A to the east, the California Aqueduct to the north, and Interstate 580 to the south; and

WHEREAS, on July 21, 2021, the City issued an administrative grading permit for Tracy Hills Phase 1B; and

WHEREAS, on August 23, 2021, the City Manager, as authorized by the emergency COVID ordinance, approved Inspection Improvement Agreements (IIA) for Tract 4083, 4084, 4085, and 4086 which authorized underground water, sewer, storm drain, curb and gutter, and sidewalk construction; and

WHEREAS, at some point during construction activities for these four tracts the Developer prematurely began constructing unauthorized improvements for these four tracts such as joint trench, streetlights, landscaping, and irrigation; and

WHEREAS, the developer also started constructing improvements related to the plans under review in this approval: Tracy Hills Drive 1B-2; and

WHEREAS, the City Council approved the following final maps and their corresponding subdivision improvement agreements (SIA) for Tracy Hills Phase 1B:

1) Tract 4083 pursuant to Resolution No. 2021-148 on October 19, 2021,
2) Tract 4084 pursuant to Resolution No. 2021-149 on October 19, 2021,
3) Tract 4085 pursuant to Resolution No. 2022-002 on January 18, 2022,

4) Tract 4086 pursuant to Resolution No. 2022-001 on January 18, 2022,
5) Tract 4114 pursuant to Resolution No. 2023-011 on January 17, 2023; and

WHEREAS, although the Developer prematurely had started constructing joint trench, streetlights, landscaping and irrigation without authorization, the City Council subsequently authorized the construction of these improvements through the above-referenced actions; and

WHEREAS, on October 19, 2021, the City Council approved a deferred improvement agreement (DIA) for the Tracy Hills Phase 1B pursuant to Resolution No. 2021-151; and

WHEREAS, on October 18, 2022, the City Council approved the first amendment to the 2022 DIA to memorialize neighborhood park fee credits pursuant to Resolution No. 2022-158; and

WHEREAS, on September 19, 2023, the City approved an SIA to construct the neighborhood public park for Tracy Hills Phase 1B pursuant to Resolution No. 2023-196; and

WHEREAS, per Section C.2.7.2, C2.7.3, C.3.6, and C.3.9 of the Conditions of Approval (COA) require the developer to design and construct the public roadway improvements prior to the approval of the relevant final map, or alternatively, enter into an SIA in compliance with the Subdivision Map Act and the Tracy Municipal Code (TMC); and

WHEREAS, the Tracy Hills Drive 1B-2 Improvements (Improvements), generally extending Tracy Hills Drive from the roundabout at Ironwood Street to Andrew Camilleri Avenue within Tracy Hills Phase 1B are part of the COAs and the subject of this approval; and

WHEREAS, the additional public right-of-way necessary for the Project was dedicated to the City, and accepted by the City Clerk subject to improvements, on the final map for Tract No. 4114, Tracy Hills Village 11B, filed April 13, 2023 in the Office of the San Joaquin County Recorder; and

WHEREAS, improvement plans and specifications for the Project, which describe in more detail the improvements required pursuant to the Offsite Improvement Agreement (OIA), were prepared on behalf of the Developer, have been reviewed by the City and the Developer has addressed all comments, and the plans can be printed into a PDF for approval by the City Engineer and are on file with the City Engineer under Tracking No. ENG21-0009; and

WHEREAS, the Developer has nearly completed constructing the Improvements and said Improvements were constructed without an approved agreement by the City Council and therefore lacks City authorization and approved plans; and

WHEREAS, staff recognizes this is an unfortunate oversight and is implementing new procedures to prevent this from happening again; and

WHEREAS, the Developer has executed the OIA and has submitted the required security to guarantee completion of the Improvements; and

WHEREAS, at this point, approval of this OIA is still needed to ensure that the developer is held responsible for completing the improvements in accordance with the plans that have now been approved by the City Engineer and that the City has adequate financial security and warranties for developer's work; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement between the City and Lennar Homes of California, LLC for public roadway improvements for Tracy Hills Drive 1B-2, required as part of the Conditions of Approval, for the Final Map for Tract 4114 of Tracy Hills Phase 1B; and be it

FURTHER RESOLVED: That the City Council hereby finds that an Environmental Impact Report (EIR) for the Tracy Hills Specific Plan was certified by the City Council on April 5, 2016; that the Tracy Hills Drive 1B-2 Improvements are within the scope of the development evaluated by the existing EIR; and that no further environmental review is required for the project under the California Environmental Quality Act.

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

The foregoing Resolution 2023-_____ was adopted by the Tracy City Council on the 5th day of December 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

December 5, 2023

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing and upon conclusion adopt an Ordinance 1) determining that the Project is categorically exempt from the California Environment Quality Act, pursuant to CEQA Guidelines Section 15061(B)(3), and 2) approving amendments to Sections 10.08.3196(b) and (d) of the Tracy Municipal Code to expand the definition of Youth Center and to establish buffers between Cannabis Uses and Sensitive Uses.

EXECUTIVE SUMMARY

The Planning Commission is recommending that City Council adopt an ordinance amending sections of the City's Zoning Ordinance to add restrictions on where cannabis storefront retailers can operate in Tracy. The proposed ordinance would amend sections 10.08.3196(b) and (d) of the Tracy Municipal Code to change the definition of "youth center" to include additional land uses as sensitive uses, and require a minimum distance between cannabis storefront retailers, and require that buildings containing cannabis retailers be located at least 50 feet from property zoned for residential uses.

BACKGROUND AND LEGISLATIVE HISTORY

California allows local governments to regulate commercial cannabis activities in their respective jurisdictions. On December 3, 2019, the City Council adopted Ordinance 1277, (codified as Tracy Municipal Code (TMC) Chapter 6.36), establishing permitting regulations for commercial cannabis activity in the City of Tracy (City), which regulations require applicants to obtain a Cannabis Business Permit. In addition, the City Council adopted Ordinance 1278 (codified as TMC Section 10.08.3196), providing regulations of commercial cannabis uses in the City. The consideration and approval of Cannabis Business Permits are outside the purview of the Planning Commission, while Cannabis Conditional Use Permits (CUPs) can solely be granted by the Planning Commission. Planning Commission decisions on Cannabis CUPs are appealable to the City Council.

Seventeen Cannabis Business Permits have been issued including 11 dispensaries and 6 non-dispensaries. To date, 12 applications for Cannabis CUPs have been filed and all 12 have been acted upon by the Planning Commission, including 11 approvals and one denial, allowing for ten storefront dispensaries and one delivery-only business. A large percentage of the cannabis businesses are proposed locations within the City's "Downtown" or Central Business District
(CBD) zone, and within close proximity to one another. Of the 12 Cannabis CUP applications, six are in the CBD zone. Of those six applications, five have been approved by the Planning Commission and one was denied by the Planning Commission. All the Cannabis CUPs within the CBD Zone are for storefront dispensaries.

The City Council and Tracy residents have raised the issue of cannabis business concentration in the Downtown at various City Council meetings in 2022. At the September 6, 2022 City Council meeting, the City Council considered an urgency ordinance, sponsored by the now Mayor Pro Tem Davis and Council Member Bedolla, that would place a temporary moratorium on the issuance of further Cannabis CUPs. The Council did not adopt the urgency ordinance at the meeting. Subsequently, at the September 14, 2022 Planning Commission hearing, three

CUP applications were on the agenda, all of which proposed Downtown locations. During each hearing, various parties expressed concerns regarding overconcentration of dispensaries downtown, concerns about allowing dispensaries downtown, and concern regarding proximity to existing businesses that have a significant number of children as customers. The Planning Commission acted on the applications but expressed a desire to re-evaluate the City's zoning regulations and requested staff to return with potential changes to TMC Chapter 10.08.3196 related to where cannabis businesses could locate.

On October 26, 2022, the Planning Commission held a workshop to re-evaluate the zoning regulations for cannabis and requested additional information (via research of regulations in other cities/counties) on how best to regulate locations of storefront retailers, including buffers between cannabis businesses and sensitive uses, between two cannabis businesses, density of cannabis businesses, and the definition of "youth center," so that each of these matters could be discussed for proposed amendments to the zoning regulations.

On April 12, 2023, the Planning Commission considered a staff recommendation of the revised zoning ordinance, recommending City Council approval of said ordinance, which included the following changes:

- A revised definition of "youth centers" that excludes the exception that existed for businesses that provide services primarily to children (such as dance studios, martial arts studios, and music schools whose clientele is more than 50% children). The new definition would now include those uses in the definition of "youth centers," thereby making the available locations for cannabis retailers more restrictive.
- A buffer of 600 feet from cannabis businesses to sensitive uses.
- A buffer of 600 feet between cannabis uses.
- A 50-foot distance to residential zones and land uses.

On May 2, 2023, the City Council considered the ordinance amendments recommended by the Planning Commission and directed the ordinance be further revised (Staff Report from that meeting is **Attachment A**). The only change from the draft ordinance revisions presented here is a revision of the provision for buffers between cannabis businesses. While the City Council agreed with the Planning Commission's recommendation to include a minimum distance of 600 feet between storefront dispensaries, they did not agree that non-storefront cannabis businesses (delivery, manufacturing, distribution, etc.) needed to be spaced apart. The ordinance has been revised to reflect that direction.

DISCUSSION

The proposed ordinance would amend sections 10.08.3196(b) and (d) of the Tracy Municipal Code to effect the following changes: change the definition of "youth center," under 10.08.3196(b)(6) as it relates to cannabis uses, to include additional land uses as sensitive uses; require a minimum distance between cannabis storefront retailers; require that buildings containing cannabis retailers be located at least 50 feet from property zoned for residential uses; and include a 600-foot buffer between storefront retail dispensaries.

The change of the definition of "youth center" under 10.08.3196(b)(6) as it relates to Cannabis Retail Uses, will not affect the definition of "youth center" as it relates to Tobacco Retail Uses 10.08.3194(b)(8). Comparatively, the definition "youth center" and protections for youth-related activities under 10.08.3196(b)(6) as it relates to Cannabis Retail Uses is more restrictive than

that for Tobacco retail. Unlike the Tobacco Retail definition, a "Youth Center" in the context of Cannabis Retail permit review, may include the following categories: any private gym, martial arts, yoga, ballet, music, art studio or similar studio of this nature, nor shall it include any athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations. In addition, "Youth Center" in the context of Cannabis Retail permit review, also includes youth-focused instructional facilities, such as dance studios, martial arts studios, music studios or other recreational facilities that cater primarily to children (where the programming/schedule has more than 50 percent of their classes structured for children under the age of 18).

Any proposed amendments to TMC Chapter 10.08.3196 would apply to applicants/businesses that have not yet been permitted through the Conditional Use Permit process as of the effective date of the implementing ordinance. **Attachment B** is a chart showing the permit status of each of the Cannabis Business Permit holders.

Staff has prepared text amendments to Section 10.08.3196, as reflected in the proposed ordinance (shown in **Attachment C)**. The proposed changes to the zoning ordinance are shown in ~~strikethrough~~ and underline format. These proposed amendments are drafted with the intent that these regulations be applied toward storefront dispensaries and other cannabis business types.

FISCAL IMPACT

Applicants for both Cannabis Business Permits and Conditional Use Permits are required to pay application processing fees. Additionally, revenues from operating cannabis business would accrue to the City in accordance with locally established tax rates and from the individual Community Benefit Agreements for each operator.

PUBLIC OUTREACH / INTEREST

Interested parties and applicants were notified of this hearing. To date, there have been numerous meetings, workshops, and hearings to create the cannabis program in Tracy.

COORDINATION

Preparation of this staff report and agenda item required coordination between the Police Department, City Attorney's Office, and the Development Services Department.

CEQA DETERMINATION

CEQA Guidelines Section 15061(b)(3) is the "common sense exemption that CEQA only applies to projects, which have the potential for causing a significant effect on the environment. 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, the activity is not subject to CEQA." In this case, the action at hand is a zone text amendment, establishing a new definition of youth centers as they relate to cannabis, and/or modifying the possible allowable locations for cannabis businesses, by way of changing buffer zone requirements for such businesses. The change in code language itself does not have the possibility of causing a significant effect to the environment.

When any future cannabis business Conditional Use Permit applications are reviewed, the appropriate site-specific CEQA analyses will be completed for each individual application.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety and Quality of Life Strategic Priorities.

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance 1) Determining that the Project is categorically exempt from the California Environment Quality Act, pursuant to CEQA Guidelines Section 15061(B)(3), and 2) Approving amendments to Sections 10.08.3196(B) and (D) of the Tracy Municipal Code to expand the definition of youth center and to establish buffers between Cannabis Uses and Sensitive Uses.

Prepared by: Vicki Lombardo, Senior Planner
Bill Dean, Assistant Director of Development Services

Reviewed by: Sara Cowell, Director of Finance
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A – City Council Staff Report from May 2, 2023
Attachment B – Table of Current Permit Holder Data
Attachment C – City Council Ordinance

May 2, 2023

Agenda Item 3.C

RECOMMENDATION

The Planning Commission recommends that the City Council Introduce an Ordinance 1) determining that the Project is categorically exempt from the California Environment Quality Act, pursuant to CEQA guidelines Section 15061(B)(3), and 2) Approving amendments to Sections 10.08.3196(b) and (d) of the Tracy Municipal Code to expand the definition of youth center and to establish buffers between Cannabis Uses and (a) Sensitive Uses and (b) Residential Uses

EXECUTIVE SUMMARY

The Planning Commission is recommending that City Council adopt an ordinance amending sections of the City's Zoning Ordinance to add restrictions on where cannabis storefront retailers can operate in Tracy. The proposed ordinance would amend sections 10.08.3196(b) and (d) of the Tracy Municipal Code to change the definition of "youth center" to include additional land uses as sensitive uses, and require a minimum distance between cannabis storefront retailers, and require that buildings containing cannabis retailers be located at least 50 feet from property zoned for residential uses.

BACKGROUND AND LEGISLATIVE HISTORY

California allows local governments to regulate commercial cannabis activities in their respective jurisdictions. On December 3, 2019, the City Council adopted Ordinance 1277 (codified as Tracy Municipal Code (TMC) Chapter 6.36), establishing permitting regulations for commercial cannabis activity in the City of Tracy (City), which regulations require applicants to obtain a Cannabis Business Permit. In addition, the City Council adopted Ordinance 1278 (codified as TMC Section 10.08.3196) requiring a Conditional Use Permit (CUP) in order to establish a retail site (dispensary) in the City. The consideration and approval of Cannabis Business Permits (CBPs) are outside the purview of the Planning Commission, while Cannabis Conditional Use Permits (CUPs) can solely be granted by the Planning Commission. Planning Commission decisions on Cannabis CUPs are appealable to the City Council.

Seventeen CBPs have been issued including 11 dispensaries and 6 non-dispensaries. To date, 12 applications for Cannabis CUPs have been filed and nine have been acted upon by the Planning Commission, including eight approvals and one denial. A large percentage of the cannabis businesses are proposed locations within the City's "Downtown" or Central Business District (CBD) zone, and within close proximity to one another. As of February 2023, of the 12 Cannabis CUP applications, six are in the CBD zone. Of those six applications, three have been approved by the Planning Commission, two are pending public hearings, and one was denied by the Planning Commission. All the Cannabis CUPs within the CBD Zone are for storefront dispensaries.

The City Council and Tracy residents have raised the issue of cannabis business concentration in the Downtown at various City Council meetings in 2022. At the September 6, 2022 City Council meeting, the City Council considered an urgency ordinance, sponsored by the now Mayor Pro Tem Davis and Councilmember Bedolla, that would place a temporary moratorium on the issuance of further Cannabis CUPs. The Council did not adopt the urgency ordinance at

the meeting. Subsequently, at the September 14, 2022 Planning Commission hearing, three CUP applications were on the agenda, all of which were in the Downtown. During each hearing, various parties expressed concerns regarding overconcentration of dispensaries downtown, concerns about allowing dispensaries downtown, and concern regarding proximity to existing businesses that have a significant number of children as customers. The Planning Commission approved the applications but expressed a desire to re-evaluate the City's zoning regulations and requested staff to return with potential changes to TMC Chapter 10.08.3196 related to where cannabis businesses could locate.

On October 26, 2022, Planning Commission held a workshop to re-evaluate the zoning regulations for cannabis and requested additional information (via research of regulations in other cities/counties) on how best to regulate locations of storefront retailers, including buffers between cannabis businesses and sensitive uses, between two cannabis businesses, density of cannabis businesses, and the definition of "youth center," so that each of these matters could be discussed for proposed amendments to the zoning regulations. A matrix of cannabis regulations in other jurisdictions and a table of other definitions of "youth centers" are included in **Attachment A**.

On April 12, 2023, the Planning Commission conducted a public hearing to consider a recommendation to City Council on an ordinance amending the definition of "youth center" to include additional land uses as sensitive uses, require a minimum distance between cannabis storefront retailers, a minimum distance between cannabis storefront retailers and sensitive uses. At the hearing, the Planning Commission also added language to the proposed ordinance to require that buildings containing cannabis retailers be located at least 50 feet from property zoned for residential uses. By unanimous vote, the Planning Commission recommended adoption of the ordinance.

ANALYSIS

Any proposed amendments to TMC Chapter 10.08.3196 would apply to applicants/businesses that have not yet been permitted through the CBP and CUP processes as of the effective date of the implementing ordinance. **Attachment B** is a chart showing the permit status of each of the Cannabis Business Permit holders.

The proposed changes to the zoning ordinance are shown in ~~strikethrough~~ and underline format. The proposed amendments are drafted with the intent that the regulations be applied toward storefront (retail) dispensaries.

The proposed amendments are based upon analysis and information gathered by staff from various sources, and from the Planning Commission. As noted above, staff gathered and analyzed data from 20 other jurisdictions, as reflected in **Attachment A**. In addition, the following zoning elements were specifically discussed by Planning Commission on October 26, 2022, and on April 4, 2023:

- Proposed definition of Youth Center: new definition excludes the exception that existed for businesses that provide services primarily to children (such as dance studios, martial arts studios, and music schools whose clientele is more than 50% children). The new definition would now include those uses in the definition of "youth centers", thereby making the available locations for cannabis retailers more restrictive.
- Buffers between cannabis storefront retailers and sensitive uses.

- Buffers between cannabis businesses (there is no current buffer required between cannabis businesses). The proposed ordinance would require 600 feet between retail storefront retailers.
- Buffers between cannabis business and zoning districts that allow residential uses. The proposed ordinance would require the structure containing the dispensary be located 50 feet from a residential zone district.

FISCAL IMPACT

Applicants for both Cannabis Business Permits and Conditional Use Permits are required to pay application processing fees. Additionally, revenues from operating cannabis business would accrue to the City in accordance with locally established tax rates and from the individual Community Benefit Agreements for each operator.

PUBLIC OUTREACH / INTEREST

Interested parties and applicants were notified of this hearing. To date, there have been numerous meetings, workshops, and hearings to create the cannabis program in Tracy.

COORDINATION

Preparation of this staff report and agenda item required coordination between the Police Department, City Attorney's Office, and the Development Services Department.

CEQA DETERMINATION

CEQA Guidelines Section 15061(b)(3) is the "common sense exemption that CEQA only applies to projects, which have the potential for causing a significant effect on the environment. 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, the activity is not subject to CEQA." In this case, the action at hand is a zone text amendment, establishing a new definition of youth centers as they relate to cannabis, and/or modifying the possible allowable locations for cannabis storefront retailers, by way of changing buffer zone requirements for such businesses. The change in code language itself does not have the possibility of causing a significant effect to the environment. When any future cannabis business conditional use permit applications are reviewed, the appropriate site-specific CEQA analyses will be completed for each individual application.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety and Quality of Life Strategic Priorities.

ACTION REQUESTED OF THE CITY COUNCIL

The Planning Commission recommends that the City Council adopt an ordinance 1) determining that the project is categorically exempt from the California Environment Quality Act, pursuant to CEQA guidelines Section 15061(b)(3), and 2) approving amendments to Sections 10.08.3196(b) and (d) of the Tracy Municipal Code to expand the definition of youth center and to establish buffers between Cannabis Uses and (a) Sensitive Uses and (b) Residential Uses.

Prepared by: Bill Dean, Assistant Director of Development Services

Reviewed by: Jaylen French, Development Services Director
Sara Cowell, Finance Director
Sekou Millington, Chief of Police
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, Acting City Manager

ATTACHMENTS

Attachment A — Matrix identifying cannabis regulations of other cities and counties
Attachment B — Table of Current Permit Holder Data

Attachment A

Jurisdiction	Distance between Cannabis and Sensitive Uses	Distance between cannabis uses	Distance to residential	List of sensitive uses	Youth Center Definition	How many allowed (Storefront dispensaries)	How many allowed-other	Population	Dispensaries per capita
Colfax	600'	none	none	School, church, park, library, day care center, or youth center in existence at the time the permit is issued.	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	1	2 Cultivation, 2 Distribution, 2 non-volatile manufacturing, 2 Testing Labs, 2 Microbusiness	1,995	1/1,995
Cotati	600'	600'	100'	"Significant public interest" includes, but is not limited to, potential health or safety impacts, potential conflicts with neighboring uses, unique characteristics of the proposed site, unique characteristics of the proposed operations, and/or other factors that, in the city council's discretion, warrant rejection of application(s).	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	7	Zoning Board/Council	7,584	1/2,528
Marysville	600' from School/Youth Center and 400' from Library	250'	500'	School, residential, park, library, day care center, or youth center	"Youth center" means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten or more video games or game machines or devices are operated and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.	Resolution required to establish	Resolution required to establish	12,476	1/6,238
Clearlake	600'	N/A	N/A	Schools and Youth-oriented facilities	YOUTH-ORIENTED FACILITY shall mean a public or private school (K-12), licensed daycare facilities, public parks, or a "youth center" as defined by state law as any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	3	Delivery-only limited by Council decision	16,685	1/5,561
Dixon	1000'	500'	1000'	School, church, residential, park, library, day care center, or youth center	Youth-oriented establishments which are characterized by any or all of the following: (a) the establishment advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors; or (b) the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors; or any boys' club, girls' club, or similar youth organization.	2	Development Agreement and CUP required	18,988	1/9,494
Martinez	600'	1000'	none	School, day care, youth center	none	2	1 each, manufacturing, distribution, testing, non-storefront	36908	1/18,454
El Centro	600'	Development Agreement	50'	School, park, day care center, or youth center	Youth center means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	2 or as otherwise established by resolution	unspecified	44,322	1/22,166
Santa Barbara	600'	1000'	N/A	Schools and Youth-oriented facilities	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	Council decision	Council decision	88,665	1/22,166
Merced	600'-1000', varies based on type of cannabis business	none	none	School, day care, youth center, library or public park	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club activities, video arcades with over ten (10) or more video games on the premises, or similar amusement park facilities, or as otherwise described in Health and Safety Code Section 11353.1(e)(2).	5	CUP	89058	1/17,812
San Leandro	1000'	Zoning limited	500'	School, residential, library, youth center, park and recreation facilities and places of religious worship	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	CUP/Zoning Board/Council	CUP/Zoning Board/Council	91,008	1/30,336
Tracy	600'	none	none	School, day care center, youth center	none	11	Zoning/CUP	94538	1/8,594
Berkeley	600' from elementary school, or a City-operated community center or skate park, and 1,000' from a middle school or high school.	600'	Neighborhood Compatibility Standard	Schools, City-operated community center or skate park	Schools, City-operated community center or skate park	2 approved through Community Development/Cannabis Commission	23 approved through Community Development/Cannabis Commission	124,321	1/62,161
Vallejo	600'	Zoning limited with CUP/MUP	Zoning dependent	Schools and Youth-oriented facilities	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	CUP/MUP	CUP/MUP	126,090	1/11,463
Alameda County	1000'	5 miles in unincorporated east county and 1 mile between a county dispensary and any adjacent city dispensary	none	School, licensed child or day care facility, public park or playground, drug recovery facility, recreation center.	"Youth-populated area" means any parcel in the county that is occupied by a school for pre-K to 12th grade students, licensed child or day care facility, public park or playground, or public recreation center.	5	10 cultivation, 14 combined, testing-no limit listed	149,506	1/29,901

Santa Rosa	600'	600'	600'	Schools, playgrounds, and youth centers	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	CUP	CUP/MUP	178,127	1/11,875
Stockton	600'	1000'	300'	School, day care, park/recreational area, youth facility, religious facilitys and drug/alcohol treatment facility	none	14	Cannabis Lottery/CUP	322489	1/23,035
Oakland	600'	N/A	300'	5.80.060 - Profit. The dispensary shall not profit from the sale or distribution of marijuana. Any monetary reimbursement that members provide to the dispensary should only be an amount necessary to cover overhead costs and operating expenses. Retail sales of medical marijuana that violate California law or this chapter are expressly prohibited. 5.81.040 - Industrial cultivation of medical marijuana. A. Any use or activity that involves possessing, cultivating, processing and/or manufacturing and/or more than 96 square feet of cultivation area shall constitute industrial cultivation of medical cannabis and shall only be allowed upon the granting of a permit as prescribed in this Chapter. Possession of other types of State or City permits or licenses does not exempt an applicant from the requirement of obtaining a permit under this Chapter.	"Youth Center" means a community or recreation facility that primarily serves persons eighteen (18) years or younger.	8/year	8/year	440,646	1/36,720
Sacramento	600'	If less than 600', CUP required	If less than 300', CUP required	School, substance abuse rehab centes, youth-oriented facility	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	40	CUP	518037	1/12,951
San Jose	1000'	500' - 1000'	300	Public Library, Public Park, Recreation Center, School, Day Care Center Youth Center and/or Residential zoning, Permanent Supportive Housing.Alcoholism or Drug Abuse Recovery or Treatment Facility	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	1-3/business	1-3/business	1,013,240	1/92,113
Los Angeles	700'	700'	700'	"Sensitive Use" means an Alcoholism or Drug Abuse Recovery or Treatment Facility, Day Care Center, Public Library, Public Park, School, and/or Permanent Supportive Housing.	"Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades, or similar amusement park facilities.	1/10,000	1/7,500	3,893,986	1/16,361

CITY OF TRACY

CANNABIS CUP APPLICATIONS

CBP No.	CBP Approval Date	CBP Expiration Date	Application No.	Project Title	Site Address and/or APN	Zone	Applicant	Applicant Contact Information	Applied	Status	PC Hearing Date
CBPA20-0020	6/21/2021	6/21/2023	CUP21-0008	Cannabis Dispensary (Chronic, for Doctor's Choice)	2179 W GRANT LINE RD 21456002	GHC	DOCTOR'S CHOICE MODESTO LLC	Shan Bal	10/11/21	Approved	Approved by PC 4/13/22
CBPA20-0013	6/21/2021	6/21/2023	CUP21-0009	Cannabis Dispensary (The Cake House, for Community Veterans)	316 & 320 W ELEVENTH ST 23504005 & 23504006	GHC	Community Veterans of Tracy LLC	Daniel Wise	11/08/21	Approved	Approved by PC 10/12/22
CBPA20-0032	6/21/2021	6/21/2023	***CUP22-0001	Cannabis Dispensary (Megan's Organic Market, for MOM TR)	104 TENTH ST 23505406	CBD	MOM TR INC	Megan Souza	03/01/22	Denied	Denied by PC 9/14/22
CBPA20-0017	3/3/2022	3/3/2024	CUP22-0003	Cannabis Dispensary (Dr. Greenthumb's)	951 CENTRAL AVE 23505607	CBD	JIVA TCY LLC	Raj Pottabathni	03/08/22	Approved	Approved by PC 9/14/22
CBPA20-0034	3/3/2022	3/3/2024	CUP22-0004	Cannabis Dispensary (Eden Wellness, for GOE Tracy, LLC)	2420 W GRANT LINE RD 23860037	GHC	Mike Souza	Mike Souza	03/10/22	Approved	Approved by PC 10/12/22
CBPA20-0021	3/3/2022	3/3/2024	CUP22-0006	Cannabis Dispensary (Tracy Cannabis Collective, for C.H.C.C)	85 TENTH ST 23517110	CBD	C.H.C.C. INC.	Michelle Trew CEO	03/25/22	Approved	Approved by PC 9/14/22
CBPA20-0014	6/21/2021	6/21/2023	CUP22-0007	Cannabis Dispensary(Culture,for Inside the Culture Triangle)	22 E TENTH ST 23517202	CBD	INSIDE THE CULTURE TRIANGE, INC.	Devon Julian	05/04/22	Under Staff Review	N/A
CBPA20-0022	3/3/2022	3/3/2024	CUP22-0008	Delivery Only Cannabis Dispensary (Higher Elevation)	487 E SIXTH STREET 23519015	M-1	MICHAELA TOSCAS	Michaela Toscas	04/28/22	Approved	Approved by PC 01/25/23
CBPA20-0012	3/3/2022	3/3/2024	CUP22-0009 D22-0031	Cannabis Dispensary (Altamont Wellness)	239 W ELEVENTH STREET 23311303	CBD	JOSEPH DEVLIN	Joseph Devlin	05/02/22	Approved	Approved by PC 8/24/22
CBPA20-0024	3/3/2022	3/3/2024	CUP22-0012	Cannabis Dispensary (Embarc Tracy, for Resp. & Comp. Retail)	2706 PAVILION PKWY 110 21229047	PUD	RESPONSIBLE AND COMPLIANT RETAIL TRACY, LLC	John Ngu	06/29/22	Approved	Approved by PC 9/28/22
CBPA20-0008	3/3/2022	3/3/2024	CUP22-0013 D22-0030	Cannabis Dispensary (Manzanita of Tracy LLC)	60 E TENTH ST 23517204	CBD	MANZANITA OF TRACY LLC	Jeff Linden	08/15/22	Under Staff Review	N/A
CBPA20-0001	3/3/2022	3/3/2024	CUP22-0017	STIIIZY Tracy Cannabis Dispensary (Authentic Tracy)	775 W CLOVER RD 21418016	GHC	AUTHENTIC TRACY LLC	Cyrus Pai	11/03/22	Under Staff Review	N/A
TOTAL NUMBER OF CANNABIS-RELATED CONDITIONAL USE PERMIT APPLICATIONS RECEIVED											**12**

*Ordnance 1328 adopted 07/05/22 tolled the expiration date of each permit by 1 year.

**CUPs expire 12 months after date of issuance.

***Applicant rescinded the appeal of the CUP denial

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE 1) DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3), AND 2) AMENDING SECTIONS 10.08.3196(B) AND (D) OF THE TRACY MUNICIPAL CODE TO EXPAND THE DEFINITION OF YOUTH CENTER AND TO ESTABLISH BUFFERS BETWEEN CANNABIS USES AND (A) SENSITIVE USES AND (B) RESIDENTIAL USES

WHEREAS, the Tracy Municipal Code (TMC) Section 10.08.3196, Cannabis Uses, establishes zoning regulations for commercial and personal cannabis activity in the City of Tracy (City); and

WHEREAS, TMC Section 10.08.3196 establishes relevant definitions for the purposes of regulating cannabis business locations and requires cannabis establishments to obtain a conditional use permit (CUP); and

WHEREAS, TMC Section 10.08.3196(b) defines "youth center" as "any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to: private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten (10) or more video games or game machines or devices are operated, and where minors are legally permitted to accept services, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or in City, county, or state parks. This definition shall not include any private gym, martial arts, yoga, ballet, music, art studio or similar studio of this nature, nor shall it include any athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations;" and

WHEREAS, TMC Section 10.08.3196(d) establishes location requirements for commercial cannabis uses; and

WHEREAS, on September 19, 2017, the City Council adopted Ordinance 1240 prohibiting outdoor cultivation, commercial cultivation and manufacturing, and sales and delivery of cannabis; and

WHEREAS, on July 25, 2018, the Planning Commission recommended that the City Council adopt an ordinance amending the TMC Section 10.08.3196 to allow up to two medical

cannabis non-storefront (delivery only) dispensaries to operate in the City's industrial zones; and

WHEREAS, on September 18, 2018, the proposed ordinance amending TMC Section 10.08.3196 to allow up to two medical cannabis non-storefront (delivery only) dispensaries to operate in the City's industrial zones was presented to the City Council for discussion; and

WHEREAS, on February 5, 2019, the City Council directed staff to draft an ordinance amending TMC Section 10.08.3196 to allow up to two storefront dispensaries with the possibility of increasing the number of dispensaries to three to operate in the City's industrial zones and possibly commercial zones; and

WHEREAS, on September 3, 2019, the City Council directed staff to draft an ordinance amending the TMC Section 10.08.3196 to allow up to four storefront dispensaries; and

WHEREAS, on December 3, 2019, City Council adopted Ordinance 1278 amending TMC Section 10.08.3196 to allow up to four storefront dispensaries; and

WHEREAS, on December 3, 2019, the City Council also adopted Ordinance 1277 (codified as TMC Chapter 6.36) establishing permitting regulations for commercial cannabis activity in the City of Tracy (City), which regulations require applicants to obtain a Cannabis Business Permit; and

WHEREAS, on January 21, 2020, April 21, 2020, May 19, 2020, June 2, 2020, July 7, 2020, July 21, 2020, the City Council met to discuss the cannabis business permit guidelines and procedures which included adopting Ordinance 1293 to amend Chapter 6.36 of the TMC with regards to cannabis cultivation permit requirements, and adoption of Resolution 2020-137 to finalize and adopt the Cannabis Business Permit Application Procedures and Guidelines; and

WHEREAS, on September 7, 2021, the City Council directed staff to prepare an ordinance amending the cannabis regulations so as to allow one storefront retailer (dispensary) per 10,000 population; and

WHEREAS, on October 19, 2021, the City Council adopted Ordinance 1318 amending the cannabis regulations so as to allow one storefront retailer (dispensary) per 10,000 population up to a maximum of eleven storefront retailers (dispensaries); and

WHEREAS, seventeen Cannabis Business Permits have been issued, including 11 dispensaries and 6 non-dispensaries; and

WHEREAS, on April 13, 2022, the Planning Commission conducted a public hearing and approved an application for Conditional Use Permit for a commercial cannabis uses, specifically a storefront retailer (dispensary) (application number CUP21-0008); and

WHEREAS, on August 24, 2022, the Planning Commission conducted a public hearing and approved an application for Conditional Use Permit for a commercial cannabis uses, specifically a storefront retailer (dispensary) (application number CUP22-0009); and

WHEREAS, on September 14, 2022, the Planning Commission conducted public hearings on three applications for Conditional Use Permits for commercial cannabis uses,

specifically storefront retailers (dispensaries) (application numbers CUP22-0001, CUP22-0003, CUP22-0006); and

WHEREAS, on October 12, 2022, the Planning Commission conducted a public hearing and approved applications for Conditional Use Permit for commercial cannabis uses, specifically storefront retailers (dispensaries) (application numbers CUP21-0009 and CUP22-0004); and

WHEREAS, seven of the applications heard by Planning Commission on April, 2022, August 24, 2022, September 14, 2022, and October 10, 2022 were within the City's Downtown district, or within close proximity to one another; and

WHEREAS, at the September 6, 2022, City Council meeting, the City Council considered an urgency ordinance, sponsored by the now Mayor Pro Tem Davis and Councilmember Bedolla, that would place a temporary moratorium on the issuance of further Cannabis CUPs; and

WHEREAS, the City Council did not adopt the urgency ordinance at the meeting; and

WHEREAS, during the Planning Commission public hearings on September 14, 2022, various parties expressed concerns regarding a perceived overconcentration of dispensaries downtown, concerns about allowing dispensaries downtown at all, and concern regarding their proximity to other existing businesses that have a significant number of customers that are children; and

WHEREAS, during the same public hearings on September 14, 2022, the Planning Commission expressed a desire to re-evaluate the zoning regulations and requested staff to return with potential changes to TMC Section 10.08.3196, related to where cannabis businesses could locate and potential changes to the definition of youth center; and

WHEREAS, on October 26, 2022 the Planning Commission conducted a workshop regarding the zoning regulations for cannabis and requested additional information (via research of regulations in other cities/counties) how to best regulate locations of cannabis businesses, including buffers between cannabis businesses and sensitive uses, between two cannabis businesses, density of cannabis businesses, and the definition of "youth center", so that each of these matters could be discussed for proposed amendments to the zoning regulations; and

WHEREAS, on April 12, 2023, the Planning Commission conducted a public hearing regarding the proposed amendments to TMC Section 10.08.3196, establishing buffers between cannabis businesses and sensitive uses as well as between two cannabis businesses and expanding the definition of "youth center", as such amendments are reflected in this Ordinance; and

WHEREAS, at the hearing, the Planning Commission also added language to the proposed ordinance to require that buildings containing cannabis retailers be located at least 50 feet from property zoned for residential uses; and

WHEREAS, by unanimous vote, the Planning Commission recommended adoption of the proposed ordinance; and

WHEREAS, the Planning Commission's recommendation was based upon a determination that the proposed Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3) pertaining to activities that do not have the potential for causing a significant effect on the environment; and

WHEREAS, on May 2, 2023, the City Council conducted a public hearing regarding the proposed amendments to TMC 10.08.3196 and considered the Planning Commission's recommendation to adopt such amendments.

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. Amendment of Section 10.08.3196(b). Section 10.08.3196(b), Cannabis Uses, of the Tracy Municipal Code is hereby amended to read as follows (with additions underlined, and deletions in ~~strikethrough~~):

> "Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to: private youth membership organizations or clubs, youth-focused instructional facilities, such as dance studios, martial arts studios, music studios or other recreational facilities that cater primarily to children (where the programming/schedule has more than 50 percent of their classes structured for children under the age of 18), social service teenage club facilities, video arcades where ten (10) or more video games or game machines or devices are operated, and where minors are legally permitted to accept services, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or in City, county, or state parks. ~~This definition shall not include any private gym, martial arts, yoga, ballet, music, art studio or similar studio of this nature, nor shall it include any athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations~~.

SECTION 3. Amendment of Section 10.08.3196(d). Section 10.08.3196(d), Location Requirements, of the Tracy Municipal Code is hereby amended to read as follows (with additions underlined and deletions in ~~strikethrough~~):

(d) Location Requirements.

(1) Any commercial cannabis use shall be located at least 600 feet away from another ~~any parcel containing~~ commercial cannabis use and any of the following sensitive uses as of the date the conditional use permit is issued: school, day care center, or youth center; and

(2) If located on separate parcels, the distance between the commercial cannabis use shall be measured from the ~~outer boundaries of the~~ parcel on which a sensitive use exists, to the ~~closest~~ structure containing a cannabis use, and

(3) If located on the same parcel, the distance between the structures containing the cannabis use and any sensitive use shall be at least 600-feet; and

(4) Whether located on the same or separate parcels, the distance between commercial cannabis uses shall be measured from the structures containing the commercial cannabis uses; and

(5) Any commercial cannabis use shall be at least 50-feet from a zone district that permits residential uses, except for zone districts that permit commercial cannabis storefront retailers (dispensaries). The 600-foot distance shall be measured from the building containing the commercial cannabis use to the nearest residential zone district boundary, and

(6) If more than one application for a Cannabis CUP is proposed concurrently, then the application first deemed complete shall be first acted upon by the Planning Commission.

SECTION 4. CEQA Determination. The City Council finds that this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3) pertaining to activities that do not have the potential for causing a significant effect on the environment.

SECTION 5. 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 6. Effective Date. This ordinance shall become effective upon the thirtieth (30^{th}) day after final adoption.

SECTION 7. Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 8. 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 2nd day of May 2023, and finally adopted on the __ day of _____, 202_, by the following vote:

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

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

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

Date of Attestation: _____

NOTICE AND DIGEST

AN ORDINANCE AMENDING SECTIONS 10.08.3196(b) and (d) OF THE TRACY MUNICIPAL CODE TO EXPAND THE DEFINITION OF YOUTH CENTER AND TO ESTABLISH BUFFERS BETWEEN PROPOSED CANNABIS USES AND (A) SENSITIVE USES AND (B) EXISTING CANNABIS USES

The Ordinance amends Tracy Municipal Code Section 10.08.3196 to establish buffers between cannabis businesses and sensitive uses and residential uses as well as between two cannabis businesses and expand the definition of “youth center” to include additional public and private facilities within the definition.

CBP No.	CBP Approval Date	CBP Expiration Date	Application No.	Project Title	Site Address and/or APN	Zone	Applicant	Applied	Status	PC Hearing Date
CBPA20-0020	6/21/2021	6/21/2023	CUP21-0008	Cannabis Dispensary (Chronic, for Doctor's Choice)	2179 W GRANT LINE RD 21456002	GHC	DOCTOR'S CHOICE MODESTO LLC	10/11/21	Approved	Approved by PC 4/13/22
CBPA20-0013	6/21/2021	6/21/2023	CUP21-0009	Cannabis Dispensary (The Cake House, for Community Veterans)	316 & 320 W ELEVENTH ST 23504005 & 23504006	GHC	Community Veterans of Tracy LLC	11/08/21	Approved	Approved by PC 10/12/22
CBPA20-0032	6/21/2021	6/21/2023	CUP22-0001	Cannabis Dispensary (Megan's Organic Market, for MOM TR)	104 TENTH ST 23505406	CBD	MOM TR INC	03/01/22	Denied	Denied by PC 9/14/22
CBPA20-0017	3/3/2022	3/3/2024	CUP22-0003	Cannabis Dispensary (Dr. Greenthumb's)	951 CENTRAL AVE 23505607	CBD	JIVA TCY LLC	03/08/22	Approved	Approved by PC 9/14/22
CBPA20-0034	3/3/2022	3/3/2024	CUP22-0004	Cannabis Dispensary (Eden Wellness, for GOE Tracy, LLC)	2420 W GRANT LINE RD 23860037	GHC	Mike Souza	03/10/22	Approved	Approved by PC 10/12/22
CBPA20-0021	3/3/2022	3/3/2024	CUP22-0006	Cannabis Dispensary (Tracy Cannabis Collective, for C.H.C.C)	85 TENTH ST 23517110	CBD	C.H.C.C. INC.	03/25/22	Approved	Approved by PC 9/14/22
CBPA20-0014	6/21/2021	6/21/2023	CUP22-0007	Cannabis Dispensary(Culture,for Inside the Culture Triangle)	22 E TENTH ST 23517202	CBD	INSIDE THE CULTURE TRIANGE, INC.	05/04/22	Approved	Approved by PC 5/24/23
CBPA20-0022	3/3/2022	3/3/2024	CUP22-0008	Delivery Only Cannabis Dispensary (Higher Elevation)	487 E SIXTH STREET 23519015	M-1	MICHAELA TOSCAS	04/28/22	Approved	Approved by PC 01/25/23
CBPA20-0012	3/3/2022	3/3/2024	CUP22-0009 D22-0031	Cannabis Dispensary (Altamont Wellness)	239 W ELEVENTH STREET 23311303	CBD	JOSEPH DEVLIN	05/02/22	Approved	Approved by PC 8/24/22
CBPA20-0024	3/3/2022	3/3/2024	CUP22-0012	Cannabis Dispensary (Embarc Tracy, for Resp. & Comp. Retail)	2706 PAVILION PKWY 110 21229047	PUD	RESPONSIBLE AND COMPLIANT RETAIL TRACY, LLC	06/29/22	Approved	Approved by PC 9/28/22
CBPA20-0008	3/3/2022	3/3/2024	CUP22-0013 D22-0030	Cannabis Dispensary (Manzanita of Tracy LLC)	60 E TENTH ST 23517204	CBD	MANZANITA OF TRACY LLC	08/15/22	Approved	Approved by PC 5/24/23
CBPA20-0001	3/3/2022	3/3/2024	CUP22-0017	STIIIZY Tracy Cannabis Dispensary (Authentic Tracy)	775 W CLOVER RD 21418016	GHC	AUTHENTIC TRACY LLC	11/03/22	Approved	Approved by PC 5/24/23
TOTAL NUMBER OF CANNABIS-RELATED CONDITIONAL USE PERMIT APPLICATIONS RECEIVED										**12**

Attachment C

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

---

1) DETERMINING THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3), AND 2) AMENDING SECTIONS 10.08.3196(B) AND (D) OF THE TRACY MUNICIPAL CODE TO EXPAND THE DEFINITION OF YOUTH CENTER AND TO ESTABLISH BUFFERS BETWEEN CANNABIS USES AND (A) SENSITIVE USES AND (B) RESIDENTIAL USES.

WHEREAS, the Tracy Municipal Code (TMC) Section 10.08.3196, Cannabis Uses, establishes zoning regulations for commercial and personal cannabis activity in the City of Tracy (City); and

WHEREAS, TMC Section 10.08.3196(b) establishes relevant definitions for the purposes of regulating cannabis business locations and requires cannabis establishments to obtain a conditional use permit (CUP); and

WHEREAS, TMC Section 10.08.3196(b)(6) defines "youth center" as "any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to: private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten (10) or more video games or game machines or devices are operated, and where minors are legally permitted to accept services, or similar amusement park facilities"; and it also includes a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or in City, county, or state parks; and it does not include any private gym, martial arts, yoga, ballet, music, art studio or similar studio of this nature, nor shall it include any athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations; and

WHEREAS, TMC Section 10.08.3196(d) establishes location requirements for commercial cannabis uses; and

WHEREAS, on September 19, 2017, the City Council adopted Ordinance 1240 prohibiting outdoor cultivation, commercial cultivation and manufacturing, and sales and delivery of cannabis; and

WHEREAS, on July 25, 2018, the Planning Commission recommended that the City Council adopt an ordinance amending the TMC Section 10.08.3196 to allow up to two medical cannabis non-storefront (delivery only) dispensaries to operate in the City's industrial zones; and

WHEREAS, on September 18, 2018, the proposed ordinance amending TMC Section 10.08.3196 to allow up to two medical cannabis non-storefront (delivery only) dispensaries to operate in the City's industrial zones was presented to the City Council for discussion; and

WHEREAS, on February 5, 2019, the City Council directed staff to draft an ordinance amending TMC Section 10.08.3196 to allow up to two storefront dispensaries with the possibility of increasing the number of dispensaries to three to operate in the City's industrial zones and possibly commercial zones; and

WHEREAS, on September 3, 2019, the City Council directed staff to draft an ordinance amending the TMC Section 10.08.3196 to allow up to four storefront dispensaries; and

WHEREAS, on December 3, 2019, City Council adopted Ordinance 1278 amending TMC Section 10.08.3196 to allow up to four storefront dispensaries; and

WHEREAS, on December 3, 2019, the City Council also adopted Ordinance 1277 (codified as TMC Chapter 6.36) establishing permitting regulations for commercial cannabis activity in the City of Tracy (City), which regulations require applicants to obtain a Cannabis Business Permit; and

WHEREAS, on January 21, 2020, April 21, 2020, May 19, 2020, June 2, 2020, July 7, 2020, July 21, 2020, the City Council met to discuss the cannabis business permit guidelines and procedures which included adopting Ordinance 1293 to amend Chapter 6.36 of the TMC with regards to cannabis cultivation permit requirements, and adoption of Resolution 2020-137 to finalize and adopt the Cannabis Business Permit Application Procedures and Guidelines; and

WHEREAS, on September 7, 2021, the City Council directed staff to prepare an ordinance amending the cannabis regulations so as to allow one storefront retailer (dispensary) per 10,000 population; and

WHEREAS, on October 19, 2021, the City Council adopted Ordinance 1318 amending the cannabis regulations so as to allow one storefront retailer (dispensary) per 10,000 population up to a maximum of eleven storefront retailers (dispensaries); and

WHEREAS, seventeen Cannabis Business Permits have been issued, including 11 dispensaries and 6 non-dispensaries; and

WHEREAS, on April 13, 2022, the Planning Commission conducted a public hearing and approved an application for Conditional Use Permit for a commercial cannabis uses, specifically a storefront retailer (dispensary) (Application Number CUP21-0008); and

WHEREAS, on August 24, 2022, the Planning Commission conducted a public hearing and approved an application for Conditional Use Permit for a commercial cannabis uses, specifically a storefront retailer (dispensary) (Application Number CUP22-0009); and

WHEREAS, on September 14, 2022, the Planning Commission conducted public hearings on three applications for Conditional Use Permits for commercial cannabis uses, specifically storefront retailers (dispensaries) (Application Numbers CUP22-0001, CUP22-0003, CUP22-0006); and

WHEREAS, on October 12, 2022, the Planning Commission conducted a public hearing and approved applications for Conditional Use Permit for commercial cannabis uses, specifically storefront retailers (dispensaries) (Application Numbers CUP21-0009 and CUP22-0004); and

WHEREAS, seven of the applications heard by Planning Commission on April 13, 2022, August 24, 2022, September 14, 2022, and October 10, 2022 were within the City's Downtown district, or within close proximity to one another; and

WHEREAS, at the September 6, 2022, City Council meeting, the City Council considered an urgency ordinance, sponsored by the now Mayor Pro Tem Davis and Council Member Bedolla, that would place a temporary moratorium on the issuance of further Cannabis CUPs; and

WHEREAS, the City Council did not adopt the urgency ordinance at the meeting; and

WHEREAS, during the Planning Commission public hearings on September 14, 2022, various parties expressed concerns regarding a perceived overconcentration of dispensaries downtown, concerns about allowing dispensaries downtown at all, and concern regarding their proximity to other existing businesses that have a significant number of customers that are children; and

WHEREAS, during the same public hearings on September 14, 2022, the Planning Commission expressed a desire to re-evaluate the zoning regulations and requested staff to return with potential changes to TMC Section 10.08.3196, related to where cannabis businesses could locate and potential changes to the definition of youth center; and

WHEREAS, on October 26, 2022 the Planning Commission conducted a workshop regarding the zoning regulations for cannabis and requested additional information (via research of regulations in other cities/counties) how to best regulate locations of cannabis businesses, including buffers between cannabis businesses and sensitive uses, between two cannabis businesses, density of cannabis businesses, and the definition of "youth center", so that each of these matters could be discussed for proposed amendments to the zoning regulations; and

WHEREAS, on April 12, 2023, the Planning Commission conducted a public hearing regarding the proposed amendments to TMC Section 10.08.3196, establishing buffers between cannabis businesses and sensitive uses as well as between two cannabis businesses and expanding the definition of "youth center", as such amendments are reflected in this Ordinance; and

WHEREAS, at the hearing, the Planning Commission also added language to the proposed ordinance to require that buildings containing cannabis retailers be located at least 50 feet from property zoned for residential uses; and

WHEREAS, by unanimous vote, the Planning Commission recommended adoption of the proposed ordinance; and

WHEREAS, the Planning Commission's recommendation was based upon a determination that the proposed Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3)

pertaining to activities that do not have the potential for causing a significant effect on the environment; and

WHEREAS, on May 16, 2023, City Council held a Public Hearing and considered Planning Commission's recommended Ordinance Amendments, and continued the agenda item for six months, in order for staff to make changes to the proposed Ordinance regarding the proximity of non-storefront cannabis businesses to one another, and add a recital regarding the original City Council meeting and continuance; and

WHEREAS, on December 5, 2023, the City Council conducted a public hearing regarding the proposed amendments to TMC 10.08.3196 and considered the Planning Commission's recommendation to adopt such amendments.

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. Amendment of Section 10.08.3196(b). Section 10.08.3196(b)(6) of the Tracy Municipal Code is hereby amended to read as follows (with additions underlined, and deletions in ~~strikethrough~~):

> "Youth center" means any public or private facility that is primarily used to host recreational or social activities for minors, including but not limited to: private youth membership organizations or clubs, youth-focused instructional facilities, such as dance studios, martial arts studios, music studios or other recreational facilities that cater primarily to children (where the programming/schedule has more than 50 percent of their classes structured for children under the age of 18), social service teenage club facilities, video arcades where ten (10) or more video games or game machines or devices are operated, and where minors are legally permitted to accept services, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or in City, county, or state parks. ~~This definition shall not include any private gym, martial arts, yoga, ballet, music, art studio or similar studio of this nature, nor shall it include any athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations~~.

SECTION 3. Amendment of Section 10.08.3196(d). Section 10.08.3196(d), Location Requirements, of the Tracy Municipal Code is hereby amended to read as follows (with additions underlined and deletions in ~~strikethrough~~):

(d) Location Requirements.

(1) Any storefront retail dispensary cannabis use shall be located at least 600 feet away from another ~~any parcel containing~~ storefront dispensary cannabis use; and

(2) Any commercial cannabis uses shall be located at least 600 feet from any of the following sensitive uses as of the date the conditional use permit is issued: school, day care center, or youth center; and

(3) If located on separate parcels, the distance between the commercial cannabis use shall be measured from the ~~outer boundaries of the~~ parcel on which a sensitive use exists, to the ~~closest~~ structure containing a cannabis use, and

(4) If located on the same parcel, the distance between the structures containing the cannabis use and any sensitive use shall be at least 600-feet; and

(5) Whether located on the same or separate parcels, the distance between commercial cannabis uses shall be measured from the structures containing the commercial cannabis uses; and

(6) Any commercial cannabis use shall be at least 50-feet from a zone district that permits residential uses, except for zone districts that permit commercial cannabis storefront retailers (dispensaries). The 50-foot distance shall be measured from the building containing the commercial cannabis use to the nearest residential zone district boundary; and

(7) If more than one application for a Cannabis CUP is proposed concurrently, then the application first deemed complete shall be first acted upon by the Planning Commission.

SECTION 4. CEQA Determination. The City Council finds that this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3) pertaining to activities that do not have the potential for causing a significant effect on the environment.

SECTION 5. 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 6. Effective Date. This ordinance shall become effective upon the thirtieth (30^{th}) day after final adoption.

SECTION 7. Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 8. 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 5th day of December 2023, and finally adopted on the ___ day of _____ _____, 202_, by the following vote:

AYES –
NOES –
ABSENT –
ABSTENTION –

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

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

Date of Attestation: _____

NOTICE AND DIGEST

AN ORDINANCE AMENDING SECTIONS 10.08.3196(b) and (d) OF THE TRACY MUNICIPAL CODE TO EXPAND THE DEFINITION OF YOUTH CENTER AND TO ESTABLISH BUFFERS BETWEEN PROPOSED CANNABIS USES AND (A) SENSITIVE USES AND (B) EXISTING CANNABIS USES

The Ordinance amends Tracy Municipal Code Section 10.08.3196 to establish buffers between cannabis businesses and sensitive uses and residential uses, reduce density by setting minimum territorial radiuses between two cannabis businesses and expand the definition of “youth center” to include additional public and private facilities within the definition.

December 5, 2023

Agenda Item 3.B

RECOMMENDATION

The staff proposes, and the Parks and Community Services Commission recommends, that the City Council introduce an Ordinance amending Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include "Sensitive Areas" that consist of designated parks and a 1000-foot buffer around such parks.

EXECUTIVE SUMMARY

Staff proposes, and the Parks and Community Services Commission recommends, that the City Council designate the City of Tracy Parks set forth in the Parks Master Plan as "sensitive areas." The key characteristics of the proposed sensitive uses is that they are public areas designed for and largely serving the youth population within the City. Designation of these public areas as sensitive areas will enable the City to strictly enforce against competing uses that hinder or prevent safe use by youth. The protection of sensitive areas is a long-standing principle codified in various aspects of the State law and a policy tool implemented by cities across the State to maintain the safety of youth-serving public facilities.

On November 2, 2023, staff presented the proposed amendment at the Parks and Community Services Commission (Commission) meeting, seeking feedback from the Commission regarding the designation of current and future City of Tracy parks as "sensitive areas." The Commission made a motion to designate specified City of Tracy parks as "sensitive use areas", and the motion passed with a 4-0-0 vote.

BACKGROUND AND LEGISLATIVE HISTORY

At the regular City Council meeting on May 17, 2022, staff provided an informational report to City Council previewing proposed amendments to the following Chapters of the Tracy Municipal Code (TMC): Chapter 5.12, Camps Cars and Trailers and Chapter 4.16 pertaining to park regulations. The objective of the update was to further clarify prohibited acts encountered by the City and strengthen the City's enforcement authority against such acts. Staff presented a proposed Omnibus Ordinance effectuating the proposed amendments, at the August 4, 2022, Parks and Community Services Commission meeting and on August 22, 2022, to the Homelessness Advisory Committee. Staff incorporated comments received and presented the proposed Ordinance to the City Council on September 6, 2022, which was approved by Ordinance No. 1332.

Ordinance No. 1332 added provisions to TMC Chapter 5.12 restricting camping and personal property storage in public areas (see TMC § 5.12.200; 5.12.210) and defined "Public Area" to mean, "*all property that is owned, managed, or maintained by the City and shall include, but not be limited to, any park, street, parking lot, median strip, sidewalk, building, or structure*;" (TMC § 5.12.010). TMC § 5.12.200(b)(5) specifically prohibits occupying "*a camp car and/or trailer or erect and/or occupy a tent within (1,000) feet of any public building, park playground, homeless shelter facility, school, day care center, recreational facility, or sports field*;").

Ordinance No. 1332 also amended TMC Chapter 4.16 concerning regulations of parks and public areas and facilities, including prohibiting park use from 10:0 p.m. - 6:00 a.m. TMC Section 5.12.200 broadly prohibits certain types of camping uses in “Public Areas” and establishes a baseline for enforcement. While this Code section generally references “parks” in subsection (b)(5), it does not specify particular parks warranting heightened protection or why such public assets merit heightened protection from conflicting uses. More specifically, this Code section does not expressly identify, restrict, or prohibit additional uses that conflict with “Sensitive Areas.”

Under TMC § 4.16.030, *"Park"* is broadly defined as “all City parks, community buildings and grounds, athletic facilities, open space areas and other grounds and facilities owned or operated by the City for park, recreation or open space purposes.”

Park amenities are vital public facilities providing many benefits to the City of Tracy residents. As indicated by City Park Alliance, parks are dynamic institutions that play a vital role in the social, economic, and physical well-being of the community. For many people, their closest park is a city park, and city parks provide an essential foundation that supports the next generation to grow and thrive, from childhood to adulthood. The City prides themselves on providing a diversity of site amenities that attract different types of recreation activity at various times of day. The City also strives to provide program elements that encourage site activation, among different youth age groups. The City’s park system allows youth to engage in the outdoors that may unleash their curiosity about nature, build confidence, and strengthen leadership skills, ultimately supporting careers in science, recreation, conservation, and elsewhere.

Given the importance of these public facilities, the City adopts a City-wide Parks, Recreation, and Trails Master Plan (Parks Master Plan) for City Parks, which analyzes the current and future planned parks across the City. In fact, the City Council only recently adopted an update to the City’s Parks Master Plan (Resolution 2022-150 on October 4, 2022). In this most recent update to the Parks Master Plan, the City recognized subcategories of parks, including sports complexes, special use parks, community parks, neighborhood parks, linear parks and mini parks. Those types of parks total approximately 81 City parks, and are specifically described as follows in the Parks Master Plan:

- **Neighborhood parks, page 82:** Medium-sized parks that provide recreation opportunities within walking or biking distance for residents in one or more neighborhoods.

- **Linear parks, page 84:** A linear park provides trails and other recreational opportunities, allows for uninterrupted and safe pedestrian and bicycle movement throughout the community, and protects open space corridors.

- **Community parks, page 86:** Large parks that provide opportunities for community-scale facilities to serve a substantial portion of the City.

- **Sports complexes, page 88**: Sports complexes are parks that are primarily devoted to sports fields, play courts, and other facilities for organized athletics. Sports complexes should also include elements that create a positive and enjoyable park experience for families and spectators.

- **Special use parks, page 91:** Special use parks are designed around a specialized facility or site use, such as an aquatic center or indoor recreation/community center, or to create a unique experience, such as a nature park or a downtown plaza. The ideal size, street frontage, recreational capacity, and proportion of recreational and natural areas of a special-use community park/facility will vary depending on the purpose and function of the site. Special use parks may incorporate a variety of specific active and passive use opportunities.

- **Mini parks, page 91:** Mini parks are small-sized parks that provide basic recreation amenities for nearby residents in a specific neighborhood or subdivision. The Parks Master Plan does not endorse the creation of additional mini parks. As existing mini parks are updated, it is important to ensure that they create locally desired amenities and achieve the goals for all parks in this master plan, including comfort, inclusivity, maintenance, and sustainability.

ANALYSIS

As noted above, TMC Chapter 5.12.200 prohibits certain activities, including having a camp car and/or trailer or erecting and/or occupying a tent in any public areas, including parks. In addition, this Code stipulates distances for specified areas that a camp car and/or trailer or erecting and/or occupying a tent is prohibited. These areas include public buildings, park playgrounds, homeless shelter facility(ies), schools, day care centers, recreation facilities, or sports fields.

While the Code provides certain enforcement tools for the City to regulate the City's public facilities, staff proposes that an additional tool utilized in other cities across the State be considered: designation of the categories of parks described in the Parks Master Plan as "sensitive areas" in the TMC.

The ultimate policy objective is to protect these designated "sensitive areas" from conflicting uses that pose a risk to the health and safety of the youth for which these areas are primarily designed. This policy goal is based on long standing legal precepts and laws codified in various California statutes. Through these California statutes, the State legislature has recognized the importance of regulating certain activities strictly at or near sensitive areas, so as to protect such sensitive areas most effectively. Some of the sensitive areas recognized under California law are environmentally sensitive habitat areas, schools, day cares, playgrounds, and other primarily youth areas. Some of the activities that are strictly regulated by California law at or near such sensitive areas are firearms, tobacco, cannabis, and alcohol.

Based on these long-standing legal precepts and laws, staff proposes, and the Parks and Community Services Commission recommends that the City Council designate City parks, as defined in the Parks Master Plan, as "sensitive areas." This will enable the City to more effectively safeguard the health, safety, and property of the City's youth. Staff recommends that, in addition, to designating the proposed categories of parks as "sensitive areas", that the City Council define such areas to also include a 1000-foot buffer. Such a buffer already exists in TMC Section 5.12.200(b)(5) which prohibits camping and tenting within (1,000) feet of any public building, park playground, homeless shelter facility, school, day care center, recreational facility, or sports field. A depiction of this buffer is shown on Attachment A.

FISCAL IMPACT

This item has no direct impact to the City's budget. There are undetermined costs and staff time associated with enforcement of the proposed amendment, which will be absorbed within the existing operating budgets.

PUBLIC OUTREACH / INTEREST

On November 2, 2023, staff presented at the Parks and Community Services Commission (Commission) meeting, seeking feedback from the Commission regarding the designation of current and future City of Tracy parks as "sensitive areas." The Commission made a motion to designate City of Tracy parks as "sensitive use areas", and the motion passed with a 4-0-0 vote.

COORDINATION

The City Manager's Office, City Attorney's Office, Police Department, and Parks and Recreation Department all collaborated on this agenda item.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., 'CEQA') and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; 'CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Public Safety and Quality of Life strategies.

ACTION REQUESTED OF THE CITY COUNCIL

The staff proposes, and the Parks and Community Services Commission recommends, that the City Council introduce an Ordinance amending Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include "Sensitive Areas" that consist of designated parks and a 1000-foot buffer around such parks.

Prepared by: Nilo Velazquez, Management Analyst II

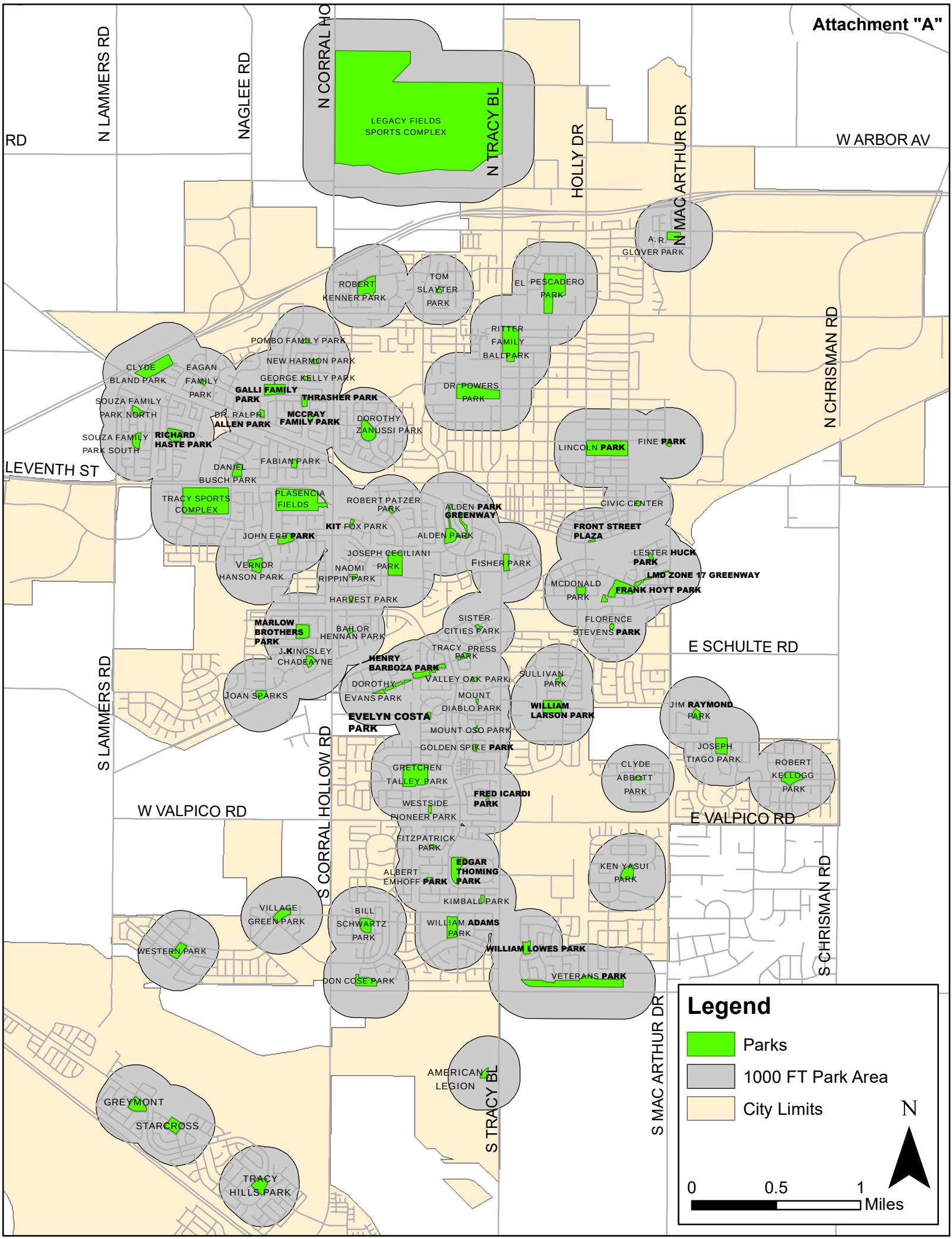
Reviewed by: Miguel Contreras, Police Lieutenant
Jolene Jauregui-Correll, Interim Director of Parks and Recreation
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

ATTACHMENTS

Attachment A: Map of City Parks, with 1000 Foot Buffer

Attachment B: Draft Ordinance Amending Section 4.16.030 of the Tracy Municipal Code


Attachment "A"
N LAMMERS RD
NAGLEE RD
N CORRAL HO
N TRACY BL
HOLLY DR
N MAC ARTHUR DR
W ARBOR AV
RD
LEGACY FIELDS SPORTS COMPLEX
A. R GLOVER PARK
ROBERT KENNER PARK
TOM SLAYTER PARK
EL PESCADERO PARK
RITTER FAMILY BALLPARK
N CHRISMAN RD
POMBO FAMILY PARK
NEW HARMON PARK
GEORGE KELLY PARK
CLYDE BLAND PARK
EAGAN FAMILY PARK
GALLI FAMILY PARK
THRASHER PARK
SOUZA FAMILY PARK NORTH
DR. RALPH ALLEN PARK
MCCRAY FAMILY PARK
DOROTHY ZANUSSI PARK
DR. POWERS PARK
SOUZA FAMILY PARK SOUTH
RICHARD HASTE PARK
LINCOLN PARK
FINE PARK
LEVENTH ST
DANIEL BUSCH PARK
FABIAN PARK
TRACY SPORTS COMPLEX
PLASENCIA FIELDS
ROBERT PATZER PARK
ALDEN PARK GREENWAY
CIVIC CENTER
KIT FOX PARK
FRONT STREET PLAZA
JOHN ERB PARK
ALDEN PARK
JOSEPH CEGILIANI PARK
LESTER HUCK PARK
VERNOR HANSON PARK
NAOMI RIPPIN PARK
FISHER PARK
LMD ZONE 17 GREENWAY
MCDONALD PARK
FRANK HOYT PARK
HARVEST PARK
MARLOW BROTHERS PARK
BAILOR HENNAN PARK
SISTER CITIES PARK
FLORENCE STEVENS PARK
E SCHULTE RD
J.KINGSLEY CHADEAYNE
TRACY PRESS PARK
HENRY BARBOZA PARK
VALLEY OAK PARK
SULLIVAN PARK
DOROTHY EVANS PARK
JOAN SPARKS
MOUNT DIABLO PARK
WILLIAM LARSON PARK
JIM RAYMOND PARK
EVELYN COSTA PARK
MOUNT OSO PARK
GOLDEN SPIKE PARK
JOSEPH TIAGO PARK
ROBERT KELLOGG PARK
CLYDE ABBOTT PARK
GRETCHEN TALLEY PARK
S LAMMERS RD
S CORRAL HOLLOW RD
W VALPICO RD
E VALPICO RD
WESTSIDE PIONEER PARK
FRED ICARDI PARK
FITZPATRICK PARK
EDGAR THOMING PARK
ALBERT EMHOFF PARK
KEN YASUI PARK
S CHRISMAN RD
KIMBALL PARK
VILLAGE GREEN PARK
BILL SCHWARTZ PARK
WILLIAM ADAMS PARK
WESTERN PARK
WILLIAM LOWES PARK
VETERANS PARK
DON COSE PARK
S MAC ARTHUR DR
AMERICAN LEGION
S TRACY BL
GREYMONT STARCROSS
TRACY HILLS PARK
Legend
Parks
1000 FT Park Area
City Limits
N
0
0.5
1
Miles

APPROVED AS TO FORM AND LEGALITY

_____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AMENDING SECTION 4.16.030 OF THE TRACY MUNICIPAL CODE TO AMEND THE DEFINITIONS TO INCLUDE "SENSITIVE AREAS" CONSISTING OF DESIGNATED PARKS AND A 1000-FOOT BUFFER AROUND SUCH PARKS

WHEREAS, the City of Tracy (City) owns and/or controls extensive public assets within its jurisdictional limits; and

WHEREAS, the City Council, as the legislative body of the City of Tracy, has established, pursuant to its police powers and as reflected in the Tracy Municipal Code (TMC), rules and procedures for all residents to safely utilize and enjoy, as appropriate, such City assets; and

WHEREAS, On January 3, 2017, to specifically address ongoing issues occurring in parks and other public areas, the City Council adopted Ordinance 1229 amending Tracy Municipal Code (TMC) Section 4.16.180 – Unlawful Acts in Parks and Public Areas, delineating numerous prohibited activities in parks and public areas, including, but not limited to: storage of personal items, dumping garbage, open fires, alcohol use, and urination/defecation; and

WHEREAS, notwithstanding the adoption of Ordinance 1229, unpermitted activities within the City's parks and public areas continued to pose significant health and safety hazards to the residents of the City, and in particular, the youth; and

WHEREAS, in response to public concerns and City Council direction, staff provided an informational report to the City Council on May 17, 2022, regarding proposed amendments to TMC Chapter 5.12 (Camp Cars and Trailers) and TMC Chapter 4.16 (Use of Parks and Public Areas) that would further clarify prohibited acts in parks and public areas and strengthen the City's enforcement authority with respect to such acts; and

WHEREAS, staff presented a proposed Omnibus Ordinance effectuating the proposed amendments at the August 4, 2022, Parks and Community Services Commission meeting and at the August 22, 2022, Homelessness Advisory Committee meeting; and

WHEREAS, staff incorporated comments received and presented the proposed Omnibus Ordinance to the City Council on September 6, 2022, which the City Council adopted as Ordinance No. 1332; and

WHEREAS, notwithstanding the adoption of Ordinance 1332, the City's parks continue to be utilized for unpermitted activities, including camping and sleeping, that create unsafe and unsanitary conditions for the youth population of the City, who primarily utilize these parks; and

WHEREAS, the ongoing unpermitted activities also cause environmental degradation of the soils, waters and walkways of the parks; and

WHEREAS, various California statutes, under differing legal precepts and rights, have recognized the importance of regulating certain activities strictly at or near sensitive areas, so as to protect such sensitive areas most effectively; and

WHEREAS, some of the sensitive areas recognized under California law are environmentally sensitive habitat areas, schools, day cares, playgrounds, and other primarily youth areas; and

WHEREAS, some of the activities that are strictly regulated by California law at or near such sensitive areas are firearms, tobacco, cannabis, and alcohol; and

WHEREAS, cities across the State are actively taking steps to protect sensitive areas against unpermitted camping and sleeping; and

WHEREAS, based on the legal precepts and rights already codified in State law and to be further codified by future laws, staff proposes that the City Council amend Chapter 4.16 of the TMC to expressly define "sensitive areas" as certain "parks" within the City, so as to enable such public assets to be safely utilized by youth; and

WHEREAS, under TMC § 4.16.030, a "Park" is broadly defined as, "all City parks, community buildings and grounds, athletic facilities, open space areas and other grounds and facilities owned or operated by the City for park, recreation or open space purposes"; and

WHEREAS, on November 2, 2023, staff presented at the Parks and Community Services Commission (Commission) meeting, a proposal to designate a defined subcategory of "parks" and a 1,000-foot radius around such parks as "sensitive areas"; and

WHEREAS, the subcategory of parks consists of the subcategories of current and future planned City parks, including sports complexes, special use parks, community parks, neighborhood parks, linear parks and mini parks, totaling approximately 81 City parks, that are specifically described in the Parks, Recreation, and Trails Master Plan (Parks Master Plan) adopted by the City Council on October 4, 2022 (Resolution 2022-150), as follows:

(1) Neighborhood parks: Medium-sized parks that provide recreation opportunities within walking or biking distance for residents in one or more neighborhoods;

(2) Linear parks: A linear park provides trails and other recreational opportunities, allows for uninterrupted and safe pedestrian and bicycle movement throughout the community, and protects open space corridors;

(3) Community parks: large parks that provide opportunities for community-scale facilities to serve a substantial portion of the City;

(4) Sports complexes: Sports complexes are parks that are primarily devoted to sports fields, play courts, and other facilities for organized athletics;

(5) Mini parks: Mini parks are small-sized parks that provide basic recreation amenities for nearby residents in a specific neighborhood or subdivision; they create locally desired amenities and achieve the goals for all parks in this master plan, including comfort, inclusivity, maintenance, and sustainability;

(6) Special use parks**:** Special use parks are designed around a specialized facility or site use, such as an aquatic center or indoor recreation /community center, or to create a unique experience, such as a nature park or a downtown plaza;

WHEREAS, the Commission, passed with a 4-0-0 vote, staff's proposal and recommended that it be presented to the City Council for consideration and adoption; and

WHEREAS, so designating such areas as "sensitive areas" will enable the City to more effectively enforce against competing and prohibited uses that hinder or prevent safe use by youth; 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. Amendment of Section 4.16.030– Definitions. Section 4.16.030 of the Tracy Municipal Code is hereby amended by as set forth in the attached Exhibit 1

SECTION 3. CEQA Determination. The City Council finds that this Ordinance is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(B)(3) pertaining to activities that do not have the potential for causing a significant effect on the environment.

SECTION 4. 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 5. Effective Date. This ordinance shall become effective upon the thirtieth (30^{th}) day after final adoption.

SECTION 6. Publication. The City Clerk is directed to publish this ordinance in a manner required by law.

SECTION 7. 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 5th day of December 2023, and finally adopted on the __ day of_____, 202__, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTENTION: COUNCIL MEMBERS:

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

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

Date of Attestation: _____

NOTICE AND DIGEST

AN ORDINANCE AMENDING SECTION 4.16.030 OF THE TRACY MUNICIPAL CODE TO AMEND THE DEFINITIONS TO INCLUDE "SENSITIVE AREAS" CONSISTING OF DESIGNATED PARKS AND A 1000-FOOT BUFFER AROUND SUCH PARKS

This Ordinance amends Section 4.16.030 of the Tracy Municipal Code to amend the Definitions to include "sensitive areas" consisting of designated parks and a 1000-foot buffer around such parks to more effectively enforce against unpermitted uses. This Ordinance emphasizes the importance of protecting designated Parks where youth-oriented activities and amenities are located against unpermitted activities.

EXHIBIT 1

Chapter 4.16.030 (Definitions) is hereby amended as follows:

1) **Amending the following definition to include the new language, as shown with underlining:**

"Park" means all City parks, Sensitive Areas, community buildings and grounds, athletic facilities, open space areas and other grounds and facilities owned or operated by the City for park, recreation or open space purposes

2) **Adding the following new definition, as shown with underlining:**

"Sensitive Area" means a 1,000-foot radius surrounding any City Park falling into one or more of the following categories, as set forth in the Parks Master Plan (which may be amended from time to time):

(1) Neighborhood parks: Medium-sized parks that provide recreation opportunities within walking or biking distance for residents in one or more neighborhoods;

(2) Linear parks: A linear park provides trails and other recreational opportunities, allows for uninterrupted and safe pedestrian and bicycle movement throughout the community, and protects open space corridors;

(3) Community parks: Large parks that provide opportunities for community-scale facilities to serve a substantial portion of the City;

(4) Sports complexes: Sports complexes are parks that are primarily devoted to sports fields, play courts, and other facilities for organized athletics;

(5) Mini parks, page: Mini parks are small-sized parks that provide basic recreation amenities for nearby residents in a specific neighborhood or subdivision;

(6) Special use parks**:** Special use parks are designed around a specialized facility or site use, such as an aquatic center or indoor recreation /community center, or to create a unique experience, such as a nature park or a downtown plaza.

December 5, 2023

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the City Council discuss and approve, by motion, a proposed funding plan for the Multi-Generational Recreation Center project (CIP 78178), which the plan includes future appropriations from Impact Fees and Transit funds and an authorization to proceed with lease revenue bond financing against Measure V funds in the amount of $54,000,000.

EXECUTIVE SUMMARY

Based on the City Council's prior direction, staff has been actively advancing the Multi-Generational Recreation Center Project, Capital Improvement Project (CIP) 78178 (Project). This item includes an overview of the current project design, costs, schedule, and anticipated next steps for implementing the Project. Also included within the report is an analysis and recommendation for a proposed funding plan for this approximately $88,000,000 Project. The proposed funding plan requires the City Council to 1) appropriate, in future actions, $13,249,860 from various impact fees and transit funds to fund a portion of the project; and 2) authorize staff to proceed with lease revenue bond financing, against Measure V funds, in the amount of $54,000,000.

BACKGROUND AND LEGISLATIVE HISTORY

The City Council has taken multiple actions, since 2018, demonstrating the City's commitment to actualize the Project.

In 2018, the City Council approved the Multi-Generational Recreation Center (MGRC) as a major amenity, to be funded by Measure V sales tax revenue, that would provide a space to serve a broad spectrum of the City's demographics, including families, teens, seniors, and commuters. At that time, the City Council appropriated $4 million to a capital improvement project (CIP 78178) for planning and design of this facility (Resolution 2018-043). Following that decision, the City hired the Dahlin Group to complete a Needs Assessment for the MGRC, which was completed in mid-2018.

In early 2021, the City Council approved a new plan for Measure V projects, including prioritizing the MGRC. The MGRC also received $5 million in State grant funding and $4 million in Community Benefit money. On July 28, 2020, the City Council gave direction to staff to negotiate a Community Benefit Memorandum of Understanding with Prologis, which provided that Prologis contribute $4,000,000 to the City for the development of a multi-use gymnasium or similar recreational amenity.

On August 31, 2021, the City Council provided direction to staff to focus on a community recreation center that served Tracy residents, which meant a bi-furcation of the original MGRC project and removing the tournament-sized gymnasium component to a future project to be located at Legacy Fields. At that time, Council directed staff to conduct further analysis of Joseph Ceciliani Park and one other site, to be determined, for the Project. Council also established programming priorities (City Council Program Priorities) for the Project in the following order, from most important to least important:

1. Gymnasium
2. Outdoor Recreation Facilities
3. Multi-Purpose Room
4. Library and Education Spaces
5. Lounge/Lobby
6. Teaching Kitchen

On February 15, 2022, the City Council approved a Professional Services Agreement with LPA, Inc., a California Corporation (LPA), to lead site feasibility studies as well as the design and development of construction documents for the Project (Resolution 2022-019).

At the February 22, 2022, City Council Special Meeting regarding Measure V, a motion was made by Council Member Arriola and seconded by former Mayor Pro Tem Vargas to: add Ritter Family Ball Park as a Measure V amenity and commit $3 million of Measure V funding for design; commit $1 million of Measure V funding for Phase 1 of the Nature Park; allocate $40 million ($31 million from Measure V via debt financing and $9 million from other sources) to the Project and proceed with one phase of construction; and commit Measure V reserves to the Aquatic Center's $55 million estimated budget and avoid phasing of that aquatic project.

On May 17, 2022, the City Council adopted a resolution (Resolution 2022-061) declaring intention to reimburse expenditures for the Multi-Generational Recreation Center from the proceeds of tax-exempt obligations to be issued by the City and directing certain actions.

On July 5, 2022, the City Council adopted a resolution (Resolution 2022-015) declaring El Pescadero Park as the site location for the MGRC. At the same time, Council also provided direction to staff to begin conceptual design of El Pescadero Park to address the condition of the park in association with the Project improvements.

At the October 18, 2022, City Council Regular Meeting, a motion was made by Council Member Arriola and seconded by former Mayor Pro Tem Vargas to receive an informational report regarding the concept, design, and cost options for the Project, including providing specific direction to staff on the scope of the Project to include a three-court gym, an elevated running track, a bouldering wall, and incorporation of all park improvements shown in the El Pescadero Park Conceptual Plan including the addition of a full-size basketball court. The cost range presented during this item for the options selected by the City Council was $80.3 million to $87.2 million, which did not include the addition of a full-size basketball court as requested by the Council.

On November 15, 2022, the City Council adopted Resolution 2022-177 approving Amendment No. 1 to the Professional Services Agreement with LPA for additional design and planning services for the Project, increasing the not to exceed amount by $3,250,239 for a total not to exceed amount of $6,593,758. This contract amendment was in direct response to the City Council's direction given on October 18, 2022, related to scope and design of the facility.

Since that time staff, along with LPA, have continued to push the Project forward.

Most recent City Council action on the Project occurred on July 5, 2023, when the City Council adopted Resolution 2023-127 approving a professional services agreement with Gilbane Building Company (Gilbane) for construction management services for the Project for a total not-to-exceed amount of $3,433,900. This agreement was based on an $88,000,000 Project design, which was stated in the report.

ANALYSIS

Overview of Project and Related Park Improvements

A new 61,360 square foot recreation center breathes new life into El Pescadero Park and offers a flexibly amenity for users across generations. Anchored by a net-zero energy building, the Project blends indoor space and outdoor space seamlessly, uniting a dynamic program and creating a destination focused on health and well-being. At the heart of the design lies inclusivity and the aim is to serve the entire community. A thoughtful balance of active and passive program adapts to different uses throughout the day and year, from morning activities for seniors to after-school programs for children.

On the first floor a diversity of flexible program elements includes a three-court gymnasium, technology lounge, makers space, micro-library, and multi-purpose rooms all branching from a central courtyard and lobby space with bouldering wall. Also included on the first floor is a reception area, equipment checkout/storage, a dedicated Police Department office space, restrooms, multiple storage areas, as well as janitorial and maintenance areas.

On the second floor an elevated running/walking track winds its way through the building's main spaces, creating a visually engaging and climate-controlled environment. Functional fitness areas flank the track in multiple locations including publicly accessible restrooms. Also on the second floor is the new home of the Parks and Recreation Department including six private offices, a large open office area for full and part-time staff, a digital plan room, a breakroom and two conference rooms.

The building is currently on track to receive Leadership in Energy and Environmental Design (LEED) Gold certification. This will be the first City facility to receive a LEED certification.

Outside the building a comprehensive master plan reorganizes El Pescadero Park, diversifying its ecology with drought-tolerant plantings, and adds a host of new amenities to foster a sense of community and encouraging intergenerational interaction. New amenities include a skate park, dog park for large and small dogs, full-size basketball court, pavilion, large flexible lawn space, walking trails and bike connectivity. Pathway and event lighting is also included throughout the park increasing public safety and allowing use to extend into the evenings. The project also includes the extension of the CMU-block wall along the western edge of the park, a new parking lot and vehicular circulation connecting Grant Line Road and Kavanagh Avenue. The parking lot will include a drop off zone, 103 standard parking stalls, 21 staff parking stalls, 9 accessible parking stalls, and 37 electric vehicle charging stations including accessible EV stalls. This includes parking for Tracy Interfaith Ministries. It should be noted that the existing parking lot currently contains 58 parking stalls.

Several existing amenities in El Pescador Park will remain including the existing playground area and the park restroom building. Underground infrastructure will be installed for a future splash pad as a part of the project, but the splash pad is not currently included in the project. Limitations due to the size of the current restroom and cost implications associated with incorporating a recirculating water system, required showers, and other associated improvements to meet applicable codes and requirements for a splash pad make this amenity a challenge to incorporate at this time. Staff is recommending a splash pad and new restroom building, with the recirculating equipment for a splash pad enclosed, is done as a future project perhaps when the existing playground has reached its useful life.

Public Art Component

The Project has a public art allowance within the anticipated budget of $659,436 (approximately 1% of the construction budget) and staff is drafting a Request for Proposals for local artists to propose art for several locations within the Project. A Civic Art Subcommittee will review proposals and recommend finalists to the Arts Commission, at which point the Arts Commission will have the ability to make a recommendation to the City Council for ultimate approval at a future date.

Construction Management and Upcoming Project Schedule

Gilbane has started providing their construction management services on this Project, including holding a kick-off meeting, providing QA/QC on the construction documents and cost estimate, and facilitating a pre-qualification process for general contractors interested in bidding on the project. In addition to the services previously mentioned, Gilbane's team has started to develop a dedicated project website for the Project. The website will include important background information on the Project, as well as acting as the most current place to find construction updates.

Below is a table summarizing the current status of the Project including estimated dates of pending phases of the Project.

Task	**Timeline**	**Status**
Project Kickoff	March 2022	Complete
Schematic Design Phase	July – October 2022	Complete
Design Development Phase	November – February 2023	Complete
Construction Documents Phase	February – December 2023	Complete
Funding Coordination	December 2023 – January 2024	Pending
Bidding Phase	January 2024 – March 2024	Pending
Award Construction Contract	April 2024	Pending
Construction Phase	May 2024 – May 2026	Pending
Grand Opening Target	July 2026	Pending

At the time of this report, the Project plans and specifications are at 100% completion.

Pre-Qualification of Contractors

Pursuant to California Public Contract Code Section 20101, the City is authorized to establish a system of prequalification for prospective biddings on public works construction projects. To ensure an efficient, cost effective, and competitive bidding process for the project, staff determined that a pre-qualification process was critical.

A Request for Qualifications (RFQ) was advertised on September 26, 2023, and closed on October 26, 2023.

A total of seven (7) proposals were received from the following construction firms:

- SJ Amoroso Construction
- Otto Construction
- Swinerton
- Thompson Builders

- Roebbelen
- Hensel Phelps
- Midstate Construction

The proposals are currently under evaluation and based on the pre-qualification criteria, the City Council will be requested to approve a final list of prequalified construction firms. Staff is targeting December 19, 2023, to request approval of the prequalification list.

Proposed Project Funding Plan

Based on the design that was selected and direction given by the City Council previously on October 18, 2022, the current estimate for the total Project costs are as follows:

Hard Costs (Based on Engineer's Estimate)	$ 65,943,628
Soft Costs	$ 15,462,010
Construction Contingency (10%)	$ 6,594,362
Total	$ 88,000,000

The funding plan is based upon an $88,000,000 overall Project budget. The Project budget includes not only the MGRC, but also a complete renovation of El Pescadero Park. The park has received a few improvements going back to 2015, but no major projects or renovations have occurred since the late 1990's when the current skate park was constructed. It is important to note that due to the construction documents being 100% complete, any changes to the scope of the project at this time would require additional funds to redesign.

Currently, the Project has been set to a $40,000,000 budget, which was discussed as part of the budget process for FY22/23. This budget is comprised of $31,000,000 from Measure V, $4,000,000 from Community Benefit, and a $5,000,000 State Grant. Of note, of the $31,000,000 of Measure V funds, the current balance of Measure V funding accumulated for this Project is only $4,000,000, leaving an unaccumulated amount of $27,000,000.

Current Funding Source	Budget	Accumulated Balance	Unaccumulated Balance
Measure V	$31,000,000	$4,000,000	$27,000,000
Community Benefit	$4,000,000	$4,000,000	$0
State Grant	$5,000,000	$5,000,000	$0
Total	$40,000,000	$13,000,000	$27,000,000

Included as part of the CIP Workshop on April 4, 2023, was the Project budget analysis and recommended supplemental funding sources to fully fund the Project. The staff recommendation was comprised of: Development Impact Fees, Transit, Deferred Parks Maintenance (Capital), and additional Measure V Funds. The presentation noted the total estimated Project cost to be $88,000,000 and reported that $48,000,000 (in addition to the unaccumulated Measure V funds of $27,000,000) would be needed from other supplemental funding sources to fully fund the Project and go out to bid.

The total recommended and eligible funding from Development Impact Fees is as follows:

Ellis Area Public Buildings*	2,474,917
CORE Area Public Facilities	2,771,867
CORE Area Public Safety Police	378,714
Master Plan Public Facilities	5,624,362
Total Impact Fees	$ 11,249,860

**Ellis Area Fees excludes Public Safety Fire*

The use of various impact fees on the Project is appropriate for several reasons.

Ellis Area Public Buildings developer impact fees are eligible to fund portions of this Project through the City's Fee Program. The Police office, teen space/library component, community center, and expansion of Parks & Recreation office space are all eligible and the amount of funding being proposed was calculated based on square footage of the overall facility.

The CORE Area developer impact fees are dedicated to fund expansion of programming and public facilities throughout the City. In this case, the Police office and teen space/library component qualify to be funded from that source. The amount of funding being proposed was calculated based on square footage of the overall facility.

The Master Plan Public Facilities developer impact fees are dedicated to fund the Project and a community center, which, due to the scope of the project, is eligible to receive additional funding. The amount of funding being proposed was calculated based on square footage of the overall facility.

In addition to the above Development Impact Fees, the Project is eligible for $2,000,000 from Transit Development Act (TDA) funds as part of the bike and pathway improvements included in the El Pescadero Park portion of the Project. Further, the Parks & Recreation Department will be utilizing their Deferred Parks Annual Maintenance (Capital) to supplement the funding needed. And, as noted above, an additional $27,000,000 of Measure V is needed (in addition to the previously appropriated but unaccumulated Measure V funds of $27,000,000, to fully fund the Project as shown in the chart below):

Recommended Additional Funding Sources	**Amount**
General Fund - Deferred Parks (FY24-FY26)	7,750,140
Developer Impact Fees	11,249,860
Transit (TDA) Funds	2,000,000
Additional Measure V Funds	27,000,000
Total	$ 48,000,000

This would bring the total Measure V commitment to $58,000,000 for the MGRC. Currently there is $4,000,000 of Measure V appropriated to the Project per Council action on March 16, 2018 (Resolution #2018-043) with an additional $27,000,000 of unaccumulated Measure V funds. Previous Council direction on February 22, 2022, included the potential expansion of debt financing for the Project. Staff is recommending that the City Council authorize the use of an additional $27,000,000 Measure V funds to add to the $27,000,000 of unaccumulated, but previously appropriated, Measure V funds, for a total of $54,000,000. Staff proposes that this $54,000,000 of funds be leveraged through Lease Revenue Bonds. Staff is proposing a 30-year

repayment term for the Lease Revenue Bond financing, with the current market rate to be estimated at 5.2%, which is subject to change based on market conditions at the time of sale.

Based on the direction of the City Council today, staff would work with the City's financial technical team to bring forward to the January 16, 2024, meeting a final action authorizing bond issuance for the Project.

Measure V Projections & Priority Projects

The current projections for Measure V total $263,518,053 for the lifetime of the sales tax. To date a total of $70,000,000 has been spent on operational, capital and debt financing expenses.

The table shown below shows the projected uncommitted balance, including the recommendation of the $54,000,000 lease revenue bonds for the Project. This aligns with current project priorities and timelines.

	Actuals FY2017 – FY2023	Projected FY2024 – FY2037	Total Measure V
Revenue			
Measure V Local Sales Tax	70,145,756	193,372,297	263,518,053
Total Revenue	$ 70,145,756	$ 193,372,297	$ 263,518,053
Expense/Actuals/Committed Funds			
Operational Expenses	2,088,196	82,000,427	84,088,622
Capital Projects	66,399,747	9,439,288	75,839,035
Debt Financing	1,657,813	69,645,131	71,302,944
Total Expense	$ 70,145,755	$ 161,084,846	$ 231,230,601
		Projected Balance Uncommitted	$ 32,287,452

**Additional detail has been provided in Attachment A*

The Aquatic Center project is anticipated to be fully funded by July 2024, with the City's commitment of $55 million. Unappropriated Measure V funds starting in FY2024/25 would then start funding the next priority project, the Nature Park. Additional detail has been provided in Attachment B. Included in the projections were assumptions on the operational expenses of the Project, Aquatics Center, and a commitment from Measure V for the financing of the Project. Even with the proposed bond financing for the Project, there would be more than sufficient funds in Measure V to fund the remaining priority projects.

MGRC Operational Analysis

A business plan for the Project has been developed and staff is in the process of analyzing the overall approach. At this time, it is anticipated that annual expenditures to operate the new building and additional improvements to the park will be in the $1-2 million range with a cost recovery rate of approximately 26%. For planning purposes, staff is using $2 million as a

placeholder until further analysis is completed. Revenues at the facility will potentially come from annual passes, Enrichment, Fitness, and Gymnastic programs, along with rentals, concessions, and vending.

COORDINATION

The Project has an established Steering Committee, as well as an Executive Committee. The Steering Committee meets very regularly and consists of LPA, Gilbane and City staff from both Parks & Recreation and Utilities & Operations departments. The Executive Team meets quarterly and consists of LPA, Tracy Unified School District and City staff from the following departments: City Manager's Office, Finance, Parks & Recreation, Police, Development Services, and Utilities & Operations. There is also ongoing coordination with Tracy Interfaith Ministries and South County Fire Authority since both entities occupy space within El Pescadero Park.

CEQA DETERMINATION

The City is the lead agency for California Environmental Quality Act (CEQA) review of the MGRC. In July 2023, the environmental sub-consultant for the MGRC, LSA, prepared an Initial Study/Mitigated Negative Declaration (IS/MND) to evaluate the potential environmental impacts of the proposed project. The Draft IS/MND was posted on the City's website from July 27, 2023, to August 16, 2023, for comments in accordance with CEQA requirements. Furthermore, the notice was published in Tracy Press on July 28, 2023, and sent to all properties within a 300-foot radius of El Pescadero Park for review and comment. The Notice of Completion was submitted to the State Clearinghouse for the MND to begin the requisite review process. The IS/MND determined that the proposed Project will not have significant impacts on the environment, with the inclusion of appropriate avoidance, minimization and mitigation measures included in the Mitigation Monitoring and Reporting Program (MMRP).

This agenda item has Project planning items for the City Council's consideration only and no discretionary action related to the furtherance of the Project is being requested. Staff is planning to request the approval of IS/MND and MMRP at the December 19, 2023, City Council Regular Meeting along with various discretionary actions for the Project.

FISCAL IMPACT

The total estimated project cost is $88,000,000, currently the Project (CIP 78178) has an approved budget of $40,000,000:

Current Funding Source	Budget	Accumulated Balance	Unaccumulated Balance
Measure V	$31,000,000	$4,000,000	$27,000,000
Community Benefit	$4,000,000	$4,000,000	$0
State Grant	$5,000,000	$5,000,000	$0
Total	$40,000,000	$13,000,000	$27,000,000

Staff is recommending the following additional supplemental funding to fully fund the Project for a not-to-exceed budget of $88,000,000:

Recommended Additional Funding Sources	**Amount**
General Fund - Deferred Parks (FY24-FY26)	7,750,140
Developer Impact Fees	11,249,860
Transit (TDA) Funds	2,000,000
Measure V	27,000,000
Total	$ 48,000,000

This would bring the total Measure V commitment to $58,000,000 for the Project. The Project has been previously allocated $4,000,000 from Measure V and staff recommends Debt Financing against Measure V funds for the remaining $54,000,000.

This report is recommending debt financing for $54 million of construction proceeds with a 30-year repayment term. The estimated annual lease payment of $3.4 million dollars will be funded through General Fund Measure V Sales Tax. The estimated lease payments are based on current market rates and subject to change based on market conditions at the time of sale.

Staff recommends the City Council, in future actions, consider the following appropriations for additional supplemental funding for the Project:

Funding Source	**Amount**
334 - Ellis Area Public Buildings	2,474,917
371 - CORE Area Public Facilities	2,771,867
373 - CORE Area Public Safety Police	378,714
366 - Master Plan Public Facilities	5,624,362
571 -Transit (TDA) Funds	2,000,000
Grand Total	$ 13,249,860

STRATEGIC PLAN

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

Goal 2: Facilitate the Completion of Measure V Amenities; Objective 2: Advance Measure V amenity planning.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council discuss and approve, by motion, a proposed funding plan for the Multi-Generational Recreation Center project (CIP 78178), which plan includes future appropriations from Impact Fees and Transit funds and an authorization to proceed with lease revenue bond financing against Measure V funds in the amount of $54,000,000.

Prepared by: Richard Joaquin, Parks Planning & Development Manager

Reviewed by: Felicia Galindo, Budget Officer
Jolene Jauregui-Correll, Interim Director of Parks and Recreation
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 – Measure V Projections
- Attachment B – City of Tracy Lease Revenue Bond Projections
- Attachment C - Powerpoint Presentation

	Revenues	Actuals FY2017 - FY2023	Budgeted FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028	FYE 2029	FYE 2030	FYE 2031	FYE 2032
Revenue											
Measure V Local Sales Tax	263,518,053	70,145,756	12,647,321	12,932,760	13,230,213	13,362,515	13,496,140	13,631,102	13,767,413	13,905,087	14,044,138
	$ 263,518,053	**$ 70,145,756**	12,647,321	12,932,760	13,230,213	13,362,515	13,496,140	13,631,102	13,767,413	13,905,087	14,044,138
Expense/Actuals/Committed Funds											
Operations and Maintenance for Amenities:											
Finance											
.50 Senior Accountant	1,622,044	152,704	93,794	99,407	100,622	101,628	102,645	103,671	104,708	105,755	106,812
Parks & Recreation											
1.0 Parks Planning Development Manager	4,337,368	944,847	216,926	228,370	232,385	234,709	237,056	239,427	241,821	244,239	246,681
1.0 Parks Coordinator	3,337,248	-	201,372	221,143	229,823	232,121	234,443	236,787	239,155	241,546	243,962
Legacy Fields Operations											
2.0 Senior Maintenance & 4.0 Maintenance Workers Parks	13,811,259	431,495	769,224	844,762	927,717	936,995	946,365	955,828	965,386	975,040	984,791
Operational Expenses	3,729,060	59,150	237,000	244,110	251,433	253,947	256,487	259,052	261,642	264,259	266,901
MultiGen Recreation Center											
Estimtated FY26 Opening	25,365,006				2,000,000	2,020,000	2,040,200	2,060,602	2,081,208	2,102,020	2,123,040
Aquatics Center											
Estimated FY28 Opening	31,386,638						3,000,000	3,030,000	3,060,300	3,090,903	3,121,812
Small Business Small Business Relief Grant	500,000	500,000									
Operational Expense Subtotal	84,088,622	2,088,196	1,518,316	1,637,792	3,741,981	3,779,400	6,817,194	6,885,366	6,954,220	7,023,762	7,094,000
Capital Projects In Progess:											
Aquatic Center											
Aquatic Center (CIP 78054)	55,000,000	45,560,712	8,770,898	668,390							
Legacy Fields											
Legacy Fields land purchase	1,833,600	1,833,600									
Legacy Fields Sports Complex (CIP 78163)	3,662,068	3,662,068									
Legacy Fields Sports Complex (CIP 78164)	6,393,428	6,393,428									
Legacy Fields Sports Complex (CIP 78185)	-	-									
MultiGen Recreation Center											
MutiGen Recreation Center (CIP 78178)	4,000,000	4,000,000									
Future Projects: (not fully funded)											
Nature Park											
Nature Park (CIP 78186)	1,000,000	1,000,000									
Ritter Family Ball Park											
Ritter Family Ball Park (CIP 78187)	3,000,000	3,000,000									
Completed Projects:											
Senior Center											
Senior Center Construction Contract (CIP 78155)	949,939	949,939									
Capital Project Expense Subtotal	75,839,035	66,399,747	8,770,898	668,390	-	-	-	-	-	-	-
Debt service:											
Lease Revenue Bond											
Legacy Fields (CIP 78185) 15 Year Bond	24,824,563	1,657,813	1,653,250	1,657,125	1,653,875	1,653,500	1,655,750	1,655,500	1,652,750	1,657,250	1,653,875
MultiGen Recreation Center (Potential 30 Year Bond)	46,478,381		704,856	3,521,425	3,519,550	3,520,800	3,520,050	3,522,175	3,522,050	3,519,675	3,519,925
Debt Expense Subtotal	71,302,944	1,657,813	2,358,106	5,178,550	5,173,425	5,174,300	5,175,800	5,177,675	5,174,800	5,176,925	5,173,800
Grand Total	**$ 231,230,601**	**$ 70,145,755**	**$ 12,647,321**	**$ 7,484,732**	**$ 8,915,406**	**$ 8,953,700**	**$ 11,992,994**	**$ 12,063,041**	**$ 12,129,020**	**$ 12,200,687**	**$ 12,267,800**
Projected Un-Committed	$ 32,287,452		*0*	*5,448,028*	*4,314,807*	*4,408,815*	*1,503,146*	*1,568,060*	*1,638,393*	*1,704,400*	*1,776,338*
										-	

	FYE 2033	FYE 2034	FYE 2035	FYE 2036	FYE 2037
Revenue					
Measure V Local Sales Tax	14,184,579	14,326,425	14,469,689	14,614,386	14,760,530
	14,184,579	14,326,425	14,469,689	14,614,386	14,760,530
Expense/Actuals/Committed Funds					
Operations and Maintenance for Amenities:					
Finance					
.50 Senior Accountant	107,880	108,959	110,049	111,149	112,261
Parks & Recreation					
1.0 Parks Planning Development Manager	249,148	251,640	254,156	256,698	259,265
1.0 Parks Coordinator	246,402	248,866	251,354	253,868	256,406
Legacy Fields Operations					
2.0 Senior Maintenance & 4.0 Maintenance Workers Parks	994,639	1,004,585	1,014,631	1,024,777	1,035,025
Operational Expenses	269,570	272,266	274,989	277,738	280,516
MultiGen Recreation Center					
Estimtated FY26 Opening	2,144,271	2,165,713	2,187,371	2,209,244	2,231,337
Aquatics Center					
Estimated FY28 Opening	3,153,030	3,184,560	3,216,406	3,248,570	3,281,056
Small Business Small Business Relief Grant					
Operational Expense Subtotal	7,164,940	7,236,589	7,308,955	7,382,045	7,455,865
Capital Projects In Progess:					
Aquatic Center					
Aquatic Center (CIP 78054)					
Legacy Fields					
Legacy Fields land purchase					
Legacy Fields Sports Complex (CIP 78163)					
Legacy Fields Sports Complex (CIP 78164)					
Legacy Fields Sports Complex (CIP 78185)					
MultiGen Recreation Center					
MutiGen Recreation Center (CIP 78178)					
Future Projects: (not fully funded)					
Nature Park					
Nature Park (CIP 78186)					
Ritter Family Ball Park					
Ritter Family Ball Park (CIP 78187)					
Completed Projects:					
Senior Center					
Senior Center Construction Contract (CIP 78155)					
Capital Project Expense Subtotal	-	-	-	-	-
Debt service:					
Lease Revenue Bond					
Legacy Fields (CIP 78185) 15 Year Bond	1,657,500	1,653,000	1,655,250	1,654,000	1,654,125
MultiGen Recreation Center (Potential 30 Year Bond)	3,522,550	3,522,425	3,519,550	3,523,675	3,519,675
Debt Expense Subtotal	5,180,050	5,175,425	5,174,800	5,177,675	5,173,800
Grand Total	**$ 12,344,990**	**$ 12,412,014**	**$ 12,483,755**	**$ 12,559,720**	**$ 12,629,665**
Projected Un-Committed	*1,839,589*	*1,914,411*	*1,985,934*	*2,054,666*	*2,130,865*

SOURCES AND USES OF FUNDS

CITY OF TRACY
2024 Lease Revenue Bonds
Multigenerational Facility Rec Center
Assumes AA- Underlying Rating
Interest Rate as of 10/23/2023 + 25bps
Preliminary and Subject to Change

Dated Date	02/01/2024
Delivery Date	02/01/2024

Sources:	
Bond Proceeds:	
Par Amount	53,215,000.00
Premium	1,469,171.45
	54,684,171.45

Uses:	
Project Fund Deposits:	
Project Fund	54,000,000.00
Delivery Date Expenses:	
Cost of Issuance	300,000.00
Underwriter's Discount	292,682.50
Surety @ 2.50% (1)	88,101.25
	680,783.75
Other Uses of Funds:	
Additional Proceeds	3,387.70
	54,684,171.45

Note: (1) Estimated

BOND PRICING

CITY OF TRACY
2024 Lease Revenue Bonds
Multigenerational Facility Rec Center
Assumes AA- Underlying Rating
Interest Rate as of 10/23/2023 + 25bps
Preliminary and Subject to Change

Bond Component	Maturity Date	Amount	Rate	Yield	Price		Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bond:										
	11/01/2024	720,000	5.000%	4.080%	100.666					4,795.20
	11/01/2025	755,000	5.000%	4.020%	101.633					12,329.15
	11/01/2026	795,000	5.000%	3.940%	102.731					21,711.45
	11/01/2027	835,000	5.000%	3.920%	103.726					31,112.10
	11/01/2028	880,000	5.000%	3.940%	104.545					39,996.00
	11/01/2029	925,000	5.000%	4.020%	104.980					46,065.00
	11/01/2030	970,000	5.000%	4.050%	105.555					53,883.50
	11/01/2031	1,020,000	5.000%	4.090%	105.985					61,047.00
	11/01/2032	1,075,000	5.000%	4.120%	106.403					68,832.25
	11/01/2033	1,130,000	5.000%	4.150%	106.752					76,297.60
	11/01/2034	1,185,000	5.000%	4.230%	106.093	C	4.286%	11/01/2033	100.000	72,202.05
	11/01/2035	1,250,000	5.000%	4.340%	105.194	C	4.428%	11/01/2033	100.000	64,925.00
	11/01/2036	1,310,000	5.000%	4.470%	104.144	C	4.567%	11/01/2033	100.000	54,286.40
	11/01/2037	1,380,000	5.000%	4.580%	103.266	C	4.675%	11/01/2033	100.000	45,070.80
	11/01/2038	1,450,000	5.000%	4.690%	102.396	C	4.771%	11/01/2033	100.000	34,742.00
	11/01/2039	1,525,000	5.000%	4.780%	101.691	C	4.845%	11/01/2033	100.000	25,787.75
	11/01/2040	1,605,000	5.000%	4.850%	101.146	C	4.898%	11/01/2033	100.000	18,393.30
	11/01/2041	1,685,000	5.250%	4.910%	102.601	C	5.026%	11/01/2033	100.000	43,826.85
	11/01/2042	1,780,000	5.250%	4.970%	102.134	C	5.072%	11/01/2033	100.000	37,985.20
	11/01/2043	1,875,000	5.250%	5.030%	101.670	C	5.114%	11/01/2033	100.000	31,312.50
		24,150,000								844,601.10
Term Bond due 2048:										
	11/01/2044	1,975,000	5.500%	5.190%	102.339	C	5.328%	11/01/2033	100.000	46,195.25
	11/01/2045	2,090,000	5.500%	5.190%	102.339	C	5.328%	11/01/2033	100.000	48,885.10
	11/01/2046	2,205,000	5.500%	5.190%	102.339	C	5.328%	11/01/2033	100.000	51,574.95
	11/01/2047	2,330,000	5.500%	5.190%	102.339	C	5.328%	11/01/2033	100.000	54,498.70
	11/01/2048	2,465,000	5.500%	5.190%	102.339	C	5.328%	11/01/2033	100.000	57,656.35
		11,065,000								258,810.35
Term Bond due 2054:										
	11/01/2049	2,605,000	5.500%	5.230%	102.032	C	5.364%	11/01/2033	100.000	52,933.60
	11/01/2050	2,750,000	5.500%	5.230%	102.032	C	5.364%	11/01/2033	100.000	55,880.00
	11/01/2051	2,905,000	5.500%	5.230%	102.032	C	5.364%	11/01/2033	100.000	59,029.60
	11/01/2052	3,070,000	5.500%	5.230%	102.032	C	5.364%	11/01/2033	100.000	62,382.40
	11/01/2053	3,245,000	5.500%	5.230%	102.032	C	5.364%	11/01/2033	100.000	65,938.40
	11/01/2054	3,425,000	5.500%	5.230%	102.032	C	5.364%	11/01/2033	100.000	69,596.00
		18,000,000								365,760.00
		53,215,000								1,469,171.45

Dated Date	02/01/2024	
Delivery Date	02/01/2024	
First Coupon	05/01/2024	
Par Amount	53,215,000.00	
Premium	1,469,171.45	
Production	54,684,171.45	102.760822%
Underwriter's Discount	-292,682.50	-0.550000%
Purchase Price	54,391,488.95	102.210822%
Accrued Interest		
Net Proceeds	54,391,488.95	

BOND SUMMARY STATISTICS

CITY OF TRACY
2024 Lease Revenue Bonds
Multigenerational Facility Rec Center
Assumes AA- Underlying Rating
Interest Rate as of 10/23/2023 + 25bps
Preliminary and Subject to Change

Dated Date	02/01/2024
Delivery Date	02/01/2024
Last Maturity	11/01/2054
Arbitrage Yield	5.098491%
True Interest Cost (TIC)	5.185425%
Net Interest Cost (NIC)	5.275386%
All-In TIC	5.233527%
Average Coupon	5.387263%
Average Life (years)	19.761
Duration of Issue (years)	11.834
Par Amount	53,215,000.00
Bond Proceeds	54,684,171.45
Total Interest	56,651,718.75
Net Interest	55,475,229.80
Total Debt Service	109,866,718.75
Maximum Annual Debt Service	3,524,050.00
Average Annual Debt Service	3,572,901.42
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.500000
Total Underwriter's Discount	5.500000
Bid Price	102.210822

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*
Serial Bond	24,150,000.00	103.497	5.08730255%	11.895
Term Bond due 2048	11,065,000.00	102.339	5.50000000%	22.860
Term Bond due 2054	18,000,000.00	102.032	5.50000000%	28.410
	53,215,000.00			19.761

	TIC	All-In TIC	Arbitrage Yield
Par Value	53,215,000.00	53,215,000.00	53,215,000.00
+ Accrued Interest			
+ Premium (Discount)	1,469,171.45	1,469,171.45	1,469,171.45
- Underwriter's Discount	-292,682.50	-292,682.50	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts	-88,101.25	-88,101.25	-88,101.25
Target Value	54,303,387.70	54,003,387.70	54,596,070.20
Target Date	02/01/2024	02/01/2024	02/01/2024
Yield	5.185425%	5.233527%	5.098491%

BOND DEBT SERVICE

CITY OF TRACY
2024 Lease Revenue Bonds
Multigenerational Facility Rec Center
Assumes AA- Underlying Rating
Interest Rate as of 10/23/2023 + 25bps
Preliminary and Subject to Change

Period Ending	*Principal*	*Coupon*	*Interest*	*Debt Service*
06/30/2024			704,856.25	704,856.25
06/30/2025	720,000	5.000%	2,801,425.00	3,521,425.00
06/30/2026	755,000	5.000%	2,764,550.00	3,519,550.00
06/30/2027	795,000	5.000%	2,725,800.00	3,520,800.00
06/30/2028	835,000	5.000%	2,685,050.00	3,520,050.00
06/30/2029	880,000	5.000%	2,642,175.00	3,522,175.00
06/30/2030	925,000	5.000%	2,597,050.00	3,522,050.00
06/30/2031	970,000	5.000%	2,549,675.00	3,519,675.00
06/30/2032	1,020,000	5.000%	2,499,925.00	3,519,925.00
06/30/2033	1,075,000	5.000%	2,447,550.00	3,522,550.00
06/30/2034	1,130,000	5.000%	2,392,425.00	3,522,425.00
06/30/2035	1,185,000	5.000%	2,334,550.00	3,519,550.00
06/30/2036	1,250,000	5.000%	2,273,675.00	3,523,675.00
06/30/2037	1,310,000	5.000%	2,209,675.00	3,519,675.00
06/30/2038	1,380,000	5.000%	2,142,425.00	3,522,425.00
06/30/2039	1,450,000	5.000%	2,071,675.00	3,521,675.00
06/30/2040	1,525,000	5.000%	1,997,300.00	3,522,300.00
06/30/2041	1,605,000	5.000%	1,919,050.00	3,524,050.00
06/30/2042	1,685,000	5.250%	1,834,693.75	3,519,693.75
06/30/2043	1,780,000	5.250%	1,743,737.50	3,523,737.50
06/30/2044	1,875,000	5.250%	1,647,793.75	3,522,793.75
06/30/2045	1,975,000	5.500%	1,544,262.50	3,519,262.50
06/30/2046	2,090,000	5.500%	1,432,475.00	3,522,475.00
06/30/2047	2,205,000	5.500%	1,314,362.50	3,519,362.50
06/30/2048	2,330,000	5.500%	1,189,650.00	3,519,650.00
06/30/2049	2,465,000	5.500%	1,057,787.50	3,522,787.50
06/30/2050	2,605,000	5.500%	918,362.50	3,523,362.50
06/30/2051	2,750,000	5.500%	771,100.00	3,521,100.00
06/30/2052	2,905,000	5.500%	615,587.50	3,520,587.50
06/30/2053	3,070,000	5.500%	451,275.00	3,521,275.00
06/30/2054	3,245,000	5.500%	277,612.50	3,522,612.50
06/30/2055	3,425,000	5.500%	94,187.50	3,519,187.50
	53,215,000		56,651,718.75	109,866,718.75

PROJECT FUND

CITY OF TRACY
2024 Lease Revenue Bonds
Multigenerational Facility Rec Center
Assumes AA- Underlying Rating
Interest Rate as of 10/23/2023 + 25bps
Preliminary and Subject to Change

Project Fund (PROJ)

Date	*Deposit*	*Interest @ 5.098491%*	*Principal*	*Scheduled Draws*	*Balance*
02/01/2024	54,000,000		6,750,000	6,750,000	47,250,000
04/01/2024		401,506.17	6,750,000	6,750,000	40,500,000
07/01/2024			6,750,000	6,750,000	33,750,000
10/01/2024		946,407.40	6,750,000	6,750,000	27,000,000
01/01/2025			6,750,000	6,750,000	20,250,000
04/01/2025		602,259.25	6,750,000	6,750,000	13,500,000
07/01/2025			6,750,000	6,750,000	6,750,000
10/01/2025		258,111.11	6,750,000	6,750,000	
	54,000,000	2,208,283.93	54,000,000	54,000,000	

Yield To Receipt Date:	5.1028406%
Arbitrage Yield:	5.0984910%
Value of Positive Arbitrage:	1,804.21

ATTACHMENT C

Staff recommends that the City Council discuss and approve, by motion, a proposed funding plan for the Multi-Generational Recreation Center project (CIP 78178), which plan includes future appropriations from Impact Fees and Transit funds and an authorization to proceed with lease revenue bond financing against Measure V funds in the amount of $54,000,000

December 5, 2023

OVERVIEW

- Background
- Project/Design Update
- Funding Analysis & Recommendation
- Measure V Projections & Priority Projects
- Project Schedule & Next Steps
- Q+A

TRACY

Think Inside the Triangle™

BACKGROUND

- 2018
  - Multi-Gen Recreation Center project (MGRC) created, including $4 million in funding from Measure V
- 2021
  - Approval of new plan for Measure V projects, including prioritizing MGRC.
  - Project receives $5 million State grant, $4 million public benefit
  - Program Priorities for MGRC established
- 2022
  - Hires LPA, Inc. for design
  - Allocated $40 million to MGRC, $31 million from Measure V
  - Direction to build project in one phase
  - Declared El Pescadero Park as site
  - Updated direction on scope, includes park improvements
- 2023
  - Hires Gilbane Building Company for Construction Management

TRACY
Think Inside the Triangle™

Project Update

El Pescadero Park Modernization

Overall Site Plan

LEGEND

1	NORTH-SOUTH PROMENADE	Tree-lined main pedestrian/bike path, secondary walkways
1a	MONUMENT SIGNS	Entry monument at main promenade entry
2	PARKING AND DROP OFF	New +/- 170 spaces & drop-off area
3	CMU BLOCK WALL	Existing capital project with funding to continue existing wall
4	PAVILION	Multifunctional shade structure: stage / outdoor community room / picnic area
5	MULTI-USE LAWN	New sod lawn, with amphitheatre seating along south end
6	PLAYGROUND	Existing play equipment to remain, replenished surfacing
7	DOG PARK	New dog park (small/large dogs) with fencing, sitting area, drinking fountain and dog play amenities
8	SKATE PARK	New skatepark with fencing, sitting area and drinking fountain
9	BASKETBALL COURT	New full basketball court w/ Plexipave surfacing and basketball hoop, play tables and sitting area
10	STORMWATER GARDENS	Meandering stormwater swale gardens
11	NATURE WALK & FITNESS LOOP	Decomposed granite walks , sitting areas and fitness stations
12	PLANTING	New drought tolerant planting for entire park

PUBLIC ART

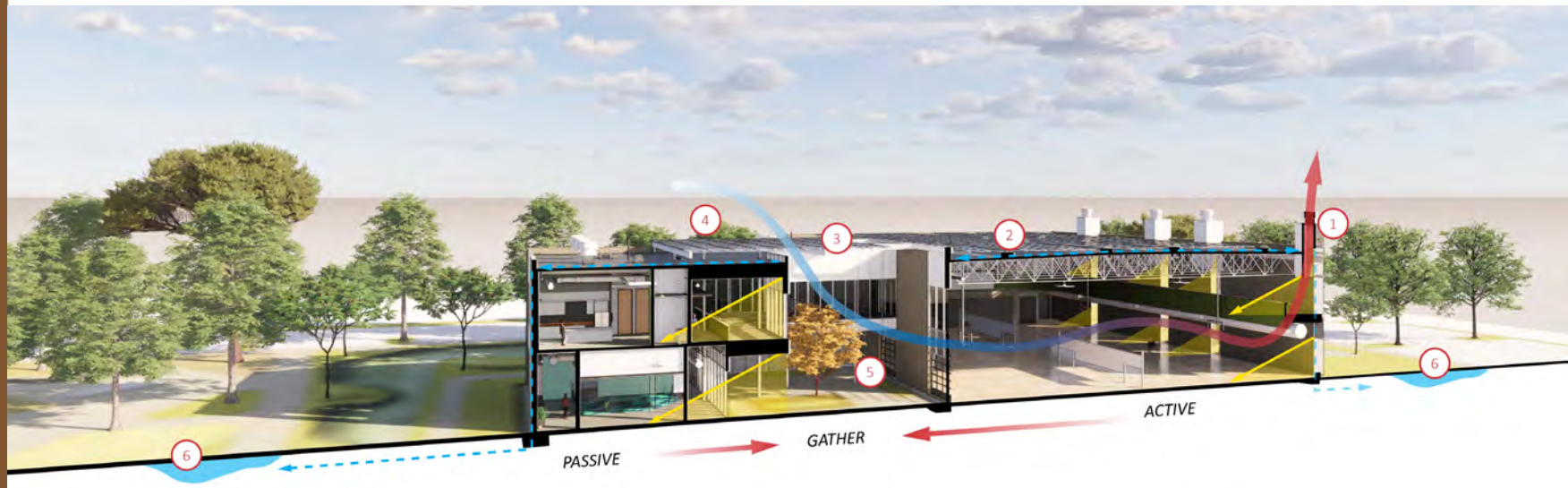
TRACY
Think Inside the Triangle

Multi-Gen Recreation Center

- 2-story Building
- 61,300 Square Feet
- Focus on Health & Well-Being
- New Home of Parks & Recreation Department

TRACY
Think Inside the Triangle℠

Building Concept - Sustainability



1. Solar Chimney
2. Light single-ply roof membrane with solatubes
3. Shade canopy overhang
4. Bi-facial PV array canopy
5. Open courtyard and breezeway
6. Storm water retention basin

- Designed to meet NET ZERO carbon reduction.
- LEED Gold at minimum.

TRACY
Think Inside the Triangle™

Sustainability-
Three Modes of Ventilation

Daytime Passive

Mechanically Ventilated

Night Purge

TRACY

Think Inside the Triangle™

Building Entry Site Plan

LEGEND

1. BUILDING ENTRY PLAZA
2. MULTI-USE COURTYARD
3. FOOD TRUCK PLAZA
4. SERVICE AREA
5. STORMWATER GARDENS
6. BIKE PARKING
7. PARKING
8. THE GREAT LAWN
9. THE PAVILION
10. THE GROVE
11. ART PLAZA
12. VEHICLE DROP-OFF
13. PEDESTRIAN CROSSING

??

TRACY

Think Inside the Triangle™

Ground Floor Plan

- Activity Spaces
- Admin & Office
- Community Spaces
- Operations / Bldg. Support

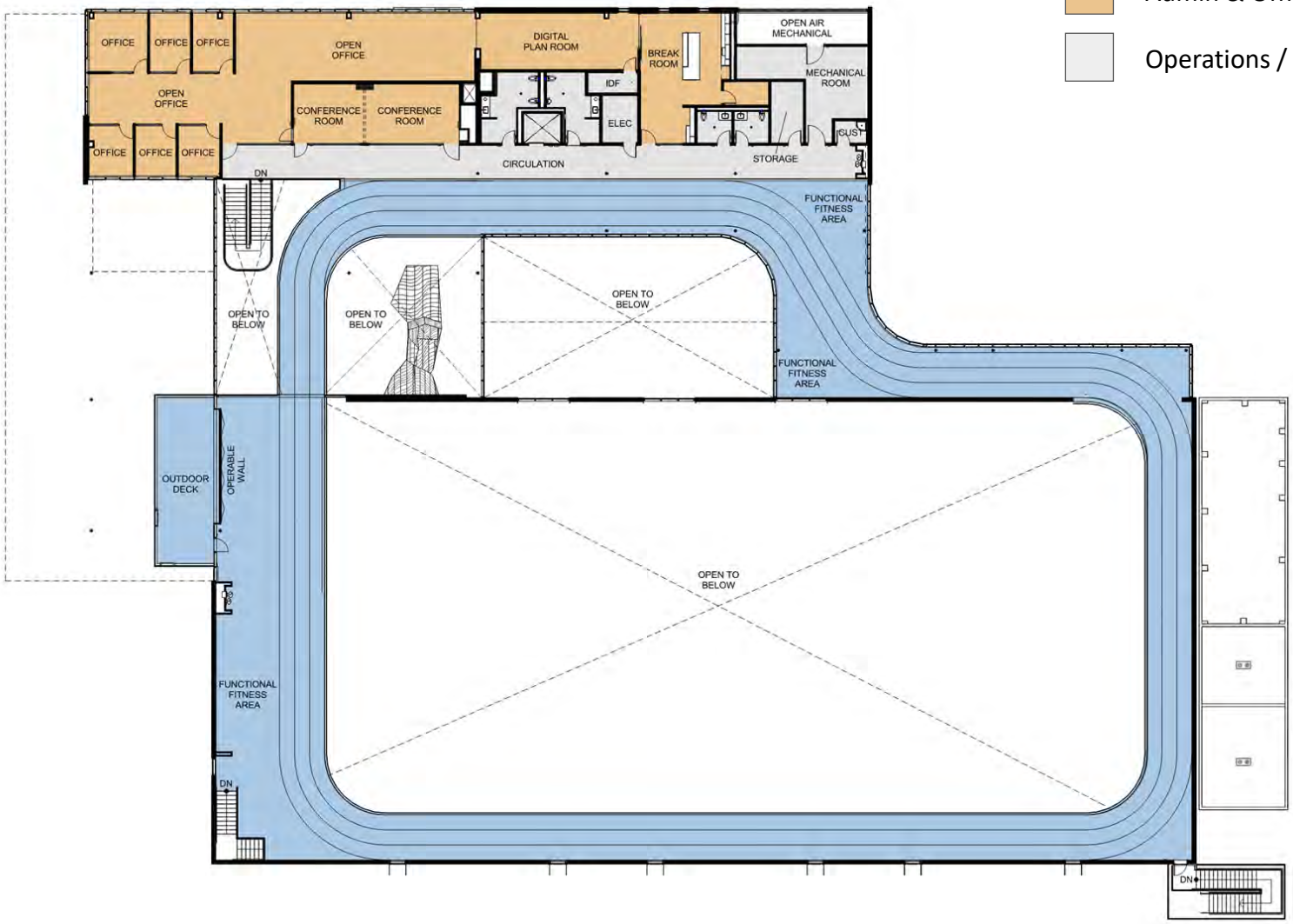
TRACY
Think Inside the Triangle™

Second Floor Plan

Activity Spaces

Admin & Office

Operations / Bldg. Support



TRACY

Think Inside the Triangle™

Building Courtyard

??

TRACY

Think Inside the Triangle™

Bouldering & Climbing Wall

??

TRACY

Think Inside the Triangle℠

3-Court Gymnasium

??

TRACY

Think Inside the Triangle℠

Running Track

??

TRACY

Think Inside the Triangle℠

Funding Analysis

Project Budget Analysis

CURRENT PROJECT ESTIMATE	
ITEM	COST
• Hard Costs (Based on Engineer's Estimate)	$65,943,628
• Soft Costs	$15,462,010
• Construction Contingency (10%)	$6,594,362
TOTAL ESTIMATED COMBINED PROJECT COST	***$88,000,000***

CURRENT PROJECT BUDGET	
FUNDING SOURCE	BUDGET
• Measure V	$31,000,000
• Community Benefit	$4,000,000
• State Grant	$5,000,000
TOTAL	***$40,000,000***
FUNDING GAP	***$48,000,000***

Project Budget Analysis

RECOMMENDED & ELIGIBLE FUNDING (Developer Impact Fees)	
FUNDING SOURCE	AMOUNT
• Ellis Area Public Buildings*	$2,474,917
• CORE Area Public Facilities	$2,771,867
• CORE Area Public Safety Police	$378,714
• Master Plan Public Facilities	$5,624,362
TOTAL IMPACT FEES	***$11,249,860***

**Ellis Area Fees excludes Public Safety Fire*

RECOMMENDED ADDITIONAL FUNDING SOURCES	
FUNDING SOURCE	AMOUNT
• Developer Impact Fees (As Detailed Above)	$11,249,860
• General Fund – Deferred Parks (FY24-FY26)	$7,750,140
• Transit (TDA) Funds	$2,000,000
• Measure V	$27,000,000
TOTAL	***$48,000,000***

TRACY

Think Inside the Triangle™

Measure V Commitment

- $31,000,000 Previously Committed
- $27,000,000 Recommend Increase
- $58,000,000 Total

  ($4,000,000 accumulated balance)
- $54,000,000 Lease Revenue Bond

Measure V Lease Revenue Bond

- Debt Financing of $54 million
- 30-year repayment term
- Estimated annual debt service payment of $3.4 million
  - *Based on current market rates and subject to change at time of sale*
- This will exceed the life of Measure V and assumes the payments will be absorbed in the General Fund

Measure V Projections & Priority Projects

Measure V Snapshot

	ACTUALS FY2017 – FY2023	PROJECTED FY2024 – FY2037	TOTAL MEASURE V
Revenue			
Measure V Local Sales Tax	70,145,756	193,372,297	263,518,053
Total Revenue	$ 70,145,756	$ 193,372,297	$ 263,518,053
Expense/Actuals/Committed Funds			
Operational Expenses	2,088,196	82,000,427	84,088,622
Capital Projects	66,399,747	9,439,288	75,839,035
Debt Financing	1,657,813	67,570,238	229,155,708
Total Expense	$ 70,145,755	$ 157,249,535	$ 229,155,708
		Projected Balance Uncommitted	$ 34,362,245

Note: Table above includes the proposed annual debt service payment for the MGRC project

Measure V Project Budgets
(Based on recommendations)

PROJECT	MEASURE V COMMITTED	FUND BALANCE	OTHER CONTRIBUTIONS	ESTIMATED COST
Legacy Field (Phase 1E)	$19 M (debt)	N/A	none	$19 M
Multi-Generational Recreation Center	$58 M	$4 M	$26 M	$88 M
Aquatic Center	$53 M	$45 M	$12 M	$65 M
Nature Park (Phase 1)	$1 M	$1 M	$371,000	$8.4 M
Ritter Family Ball Park Renovation	$3 M	$3 M	none	$25 M+

TRACY
Think Inside the Triangle™

Impacts on Priority Projects

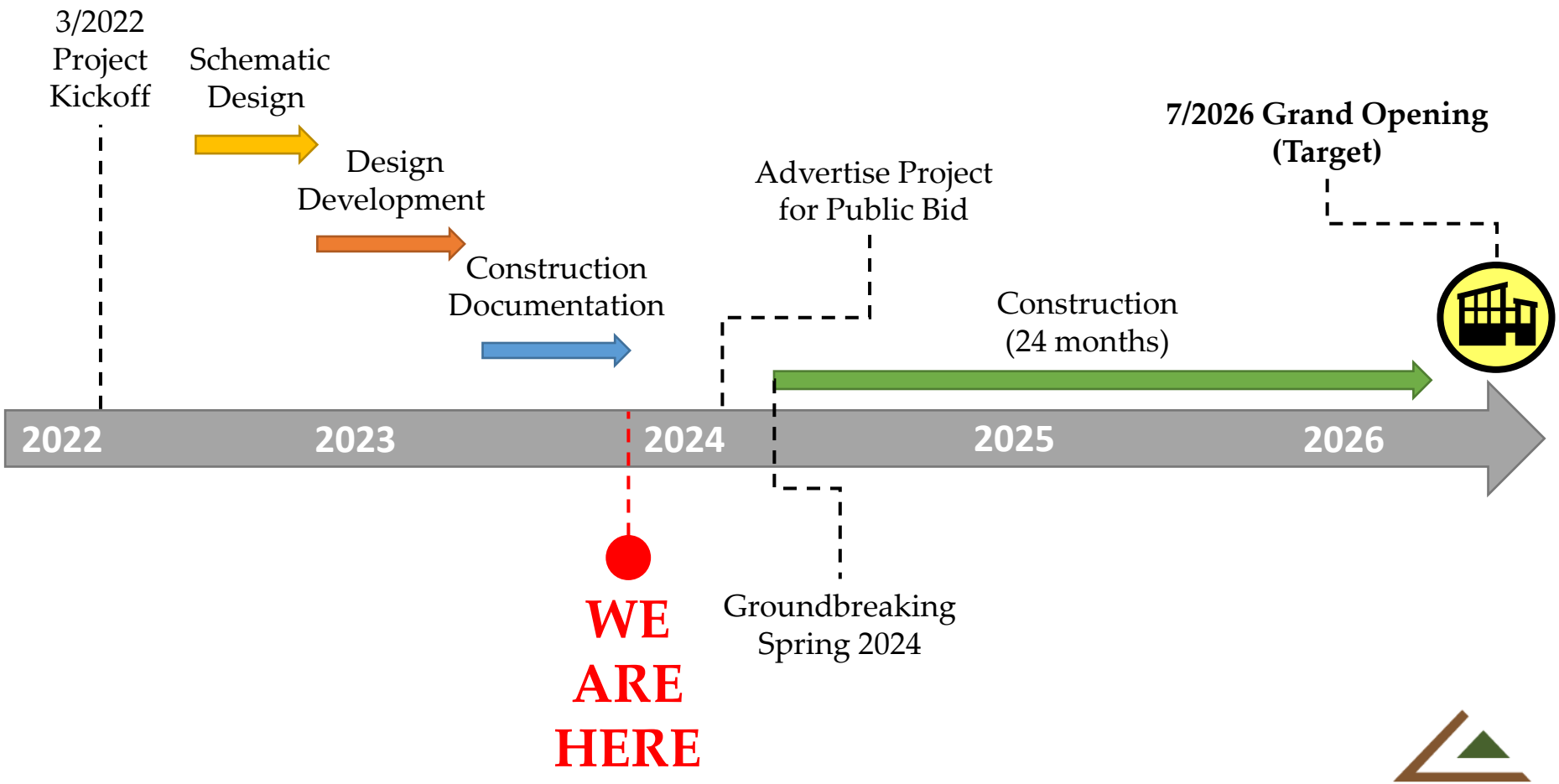
- All projects stay on track except Ritter Family Ball Park Renovation

Ritter Family Ball Park Renovation not fully funded at $25 M until FY2037

Aquatic Center fully funded (City Contribution) July 2024

Nature Park Phase 1 fully funded in approximately 2.5 years (FY2026)

Project Schedule



TRACY
Think Inside the Triangle™

Next Steps

- Tentative Project Schedule for City Council

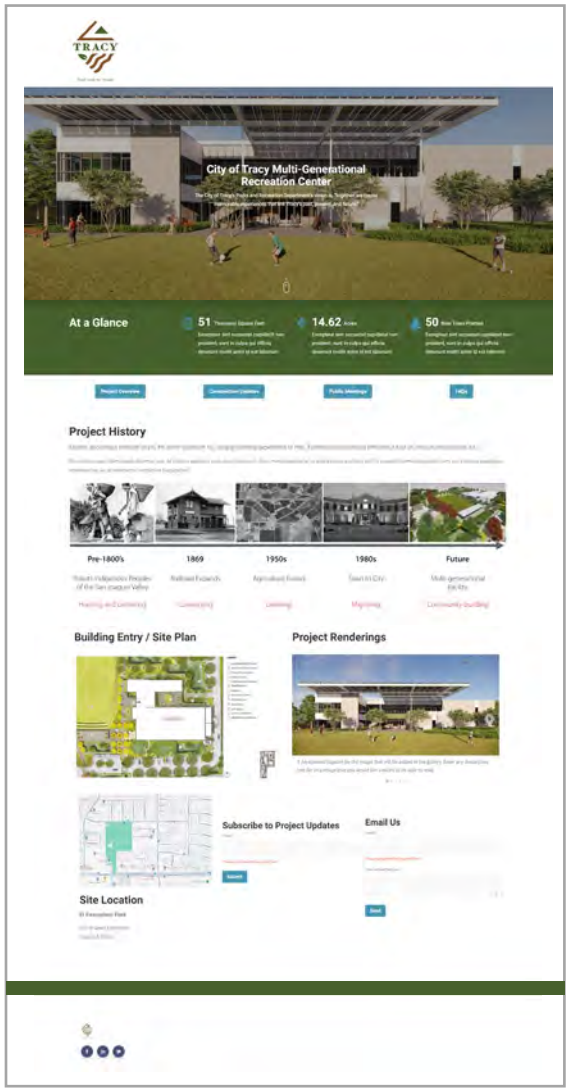
  - December 19, 2023
    - Public Hearing - Approval of Environmental (CEQA), Approval of Bidder's List of Prequalified Contractors, and Project Budget Appropriations

  - January 16, 2024
    - Public Hearing - Approval of Lease Revenue Bond Documents

  - April 2024
    - Award of Construction Contract

  - May 2024
    - Groundbreaking Ceremony

Construction Management



- Gilbane (Construction Manager) Scope of Work
  - ✓Pre-Construction
  - ✓Plan Check & Bidding
  - ✓Construction
  - ✓Project Close-out & Post Construction
- Creating Project Website
  - www.cityoftracyreccenter.com
  - ✓Project Overview
  - ✓Construction Updates
  - ✓Project Documents
  - ✓Frequently Asked Questions

TRACY

Think Inside the Triangle™

RECOMMENDATIONS

Staff recommends that the City Council discuss and approve, by motion, a proposed funding plan for the Multi-Generational Recreation Center project (CIP 78178), which plan includes future appropriations from Impact Fees and Transit funds and an authorization to proceed with lease revenue bond financing against Measure V funds in the amount of $54,000,000

TRACY
Think Inside the Triangle™

QUESTIONS?