

Tuesday, October 18, 2022, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

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

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

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

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

Remote Public Comment:

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

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2551 717 3543** 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 25517173543#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.

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

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

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

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

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

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS

1. Certificate of Appointment – Transportation Advisory Commission
2. Proclamation – Breast Cancer Awareness Month

1. CONSENT CALENDAR

- 1.A. Adopt October 4, 2022, Closed Session and Regular Council Meeting Minutes
- 1.B. Approve the Inspection Improvement Agreement for Sierra View Drive Improvements with Lennar Homes of California, LLC.
- 1.C. Adopt a Resolution authorizing 1) amendments to the City's classification and compensation plans and Master Salary Schedule relating to the Chief Innovation Officer, Public Information Officer, Multimedia Communications Coordinator and Multimedia Communications Assistant, and 2) reallocation of a vacant Parks Project Coordinator to a Landscape Architect, effective Fiscal Year 2022-23.
- 1.D. City Council (1) approve Amendment No. 1 to the Deferred Improvement Agreement between the City and Lennar Homes of California, LLC for Tracy Hills – KT, Tract 4037, to allow the Developer to receive Park Fee Credits pursuant to Tracy Municipal Code section 13.08.010 and (2) authorize the City Clerk to file Amendment No. 1 to the Deferred Improvement Agreement with the office of the San Joaquin County Recorder.
- 1.E. Approve the Offsite Improvement Agreement for Tracy Hills Zone 5 Water Line Improvements.
- 1.F. City Council (1) approve Amendment No. 1 to the 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) authorize the City Clerk to file Amendment No. 1 to the Deferred Improvement Agreement with the office of the San Joaquin County Recorder
- 1.G. Adopt a Resolution to approve a Pipeline Easement Agreement with Combined Solar Technologies, Inc. for the Tracy Desalination and Green Energy Project.
- 1.H. Approve the First Amendment to the Subdivision Improvement Agreement for West Parkway Village and authorize the City Clerk to record the First Amendment to the Subdivision Improvement Agreement for West Parkway Village with the San Joaquin County Clerk.
- 1.I. Adopt a resolution authorizing the Mayor to execute a Longitudinal Pipeline and Crossing Agreement with Union Pacific Railroad Company (UPRR).

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. City Council (1) receive an informational report regarding the concept, design, and cost options for the Multi-Generational Recreation Center (CIP 78178), and (2) adopt a Resolution authorizing an appropriation in the amount of \$15,800,000 from General Fund Reserves for the Multi-Generational Recreation Center (CIP 78178) to incorporate improvements to El Pescadero Park.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

October 4, 2022, 6:00 p.m.

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

1. Mayor Young called the meeting to order at 6:02 p.m.
2. Roll call found Council Members Arriola, Davis, Mayor Pro Tem Vargas and Mayor Young present. Council Member Bedolla absent from roll call.
3. ITEMS FROM THE AUDIENCE – None
4. Request to Conduct Closed Session
 - A. Conference with Legal Counsel – Existing Litigation (Gov. Code Section 54956.9(d)(1))
 - i. Case Title: MARY MITRACOS, v. CITY OF TRACY, and SURLAND COMMUNITIES, LLC, CASE NO. C093383; COURT OF APPEAL, STATE OF CALIFORNIA THIRD APPELLATE DISTRICT

Council Member Davis announced she will be recusing herself from the item due to proximity of real property.

There was no public comment on the item.

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

Council Member Bedolla arrived at 6:08 p.m.

5. Reconvened to Open Session – Time: 7:17 p.m.
6. Report of Final Action – None
7. Council Items and Comments – Mayor Young asked Council to bypass Council items and comments and go right into regular session.

8. Adjournment – Time: 7:18 p.m.

ACTION: Motion was made by Mayor Pro Tem Vargas 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 September 29, 2022. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

October 4, 2022, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

Mayor Young called the meeting to order at 7:18 p.m.

Mayor Young led the Pledge of Allegiance.

Deacon Jack Ryan, St. Bernard's Catholic Church offered the invocation.

Sekou Millington, Police Chief swore in Police Officers Sergio Molina, Adrian Macias, Noel De Loza, Joseph Blair, Guillian Schuller.

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

Michael Rogers, City Manager presented the Employee of the Month Award for October 2022, to Jalynn Miner, City Attorney's Office.

Mayor Young presented a proclamation for Domestic Violence Awareness Month to Amy Powers, Director of Programs – Women's Center-Youth & Family Services and Merlyn Pittman, Executive Director – Chest of Hope.

Mayor Young presented a proclamation for Arbor Day to Walter Haley, Public Works Supervisor and James Jackson, Director of Operations & Utilities

Mayor Young presented a proclamation for first Latino/Latina Council Members to: Posthumously to Council Member Ray Morelos as first Latino Council Member and to current Mayor Pro Tem Veronica Vargas as first Latina Council Member.

Michael Rogers, City Manager pulled regular items 3.C and 3.D to be moved to a future agenda as additional work is being conducted on these items to expedite the delivery of said items. Council Member Davis pulled items 1.D, 1.H, 1.I and 1.J from the consent calendar.

1. CONSENT CALENDAR – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt the consent calendar, excluding items 1D, 1H, 1I and 1J. Roll call found all in favor, passed and so ordered.
 - 1.A Adopt September 20, 2022 Regular Meeting Minutes – **Minutes were adopted.**
 - 1.B Adopt a Resolution making findings and re-authorizing remote teleconference meetings of the City Council and all legislative bodies of the City of Tracy for the period from October 5, 2022 through November 3, 2022 pursuant to the Brown Act. – **Resolution 2022-141** adopted making findings and rea-authorizing remote teleconference meetings.
 - 1.C Adopt a Resolution to approve a Professional Services Agreement (PSA) with Carollo Engineers, Inc. for Clarifier Improvements at the John Jones Water

Treatment Plant (JJWTP) for a not to exceed amount of \$868,154. – **Resolution 2022-142** approved a Professional Services Agreement with Carollo Engineers.

- 1.E Waive second reading of full text and adopt an ordinance amending section 3.08.580 regarding special speed zones of the Tracy Municipal Code to update speed limits as required by the California Vehicle Code. – **Ordinance 1333** was adopted.
- 1.F Adopt a resolution amending the City's Operating and Capital Budget for the Fiscal Year ending June 30, 2022. – **Resolution 2022-143** approved amending the City's Operating and Capital Budget for FY ending June 30, 2022.
- 1.G Approve the Offsite Improvement Agreement for Tracy Hills Phase 2A – Zone 5/6 Water Tanks and Booster Pump Station Building Improvements – **Resolution 2022-144** approve the Offsite Improvement Agreement.
- 1.D Approve the Inspection Improvement Agreement for Tract 4134, Tracy Hills Villages 5 & 6, in Tracy Hills Phase 2.

Council Member Davis pulled the item and stated the plans are still in the review process, asked if this is a typical practice and are we allowing this practice for smaller developers who would like the same privilege and asked what approvals are being made.

Robert Armijo, City Engineer and Kris Balaji, Director of Development Services responded to Council questions.

ACTION Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt **Resolution 2022-145** approving the Inspection Improvement Agreement for Tract 4134, Tracy Hills Villages 5 & 6 in Tracy Hills Phase 2. Roll call found all in favor; passed and so ordered.

- 1.H Approve the Final Subdivision Tract Map and Subdivision Improvement Agreement for Tracy Village Tract 4005 and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder – **Resolution 2022-146** approved the Final Subdivision Tract Map and Subdivision Improvement Agreement.
- 1.I Approve the Final Subdivision Map and Subdivision Improvement Agreement for Tracy Village Tract 4006 and Authorize the City Clerk to file the Subdivision Improvement Agreement with the office of the San Joaquin County Recorder. – **Resolution 2022-147** approved the Final Subdivision Tract Map and Subdivision Improvement Agreement.
- 1.J Approve the Final Subdivision Tract Map and Subdivision Improvement Agreement for Tracy Village Tract 3917 and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder. – **Resolution 2022-148** approved the Final Subdivision Tract Map and Subdivision Improvement Agreement.

Council Member Davis pulled consent items 1.H, 1.I and 1.J to ask if the request is going to change the age restriction for these homes.

Robert Armijo, City Engineer responded to Council questions.

Council comments followed.

Alice English stated that the item is a development that is a 55 and over development that was voted on and if staff wanted to make any amendments, it would have to go back out to the voters.

ACTION Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Bedolla to adopt Items 1.H (**Resolution 2022-146**), 1.I (**Resolution 2022-147**) and 1.J (**Resolution 2022-148**). Roll call found all in favor, passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Owen Alford expressed support for the Police Department, shared that there was a prowler with a handgun on East Highland Avenue and it took 45 minutes for Police to respond, there was an event happening at the high school and there should have been a quicker response from Police, and acknowledged that there was follow-up from both Police and Council Member Davis.

Morgan Lawrence, Head Pastor of Heritage Church addressed concerns regarding the Pride event, objected to the drag queen performance scheduled for said event, stated the exposure to families and children is indecent and inappropriate, and asked Council to prohibit or disallow the drag queen performance, honor the families of Tracy and protect the innocence of the children.

William Muetzenberg expressed his support for the Pride event and how it was a community organized event that is not sponsored and shared that this event is happening around LGBT History Month and National Coming Out Day. The Pride movement began with drag queens and transgender individuals and not allowing drag queens at Tracy Pride would be a disservice to that.

Patricia Barrett thanked Council and citizens of Tracy for the support and acceptance, shared that drag shows are not only for entertainment but an outlet for people to express their gender in healthy and glamorous ways. If someone does not want to participate in the Pride events, it is a choice to participate. In past pride events that she has attended, there have been no children present, it is a parent's choice to do so.

Isaiah Merriweather, Lead Outreach for San Joaquin Pride Center shared services that are provided to the community, thanked Council for the support of Tracy's first Pride festival and doing so it sends a message that Tracy is progressive, tolerant and welcoming.

Elizabeth Vera, a parent of a gay son shared that she is an ally and as a mom this Pride event being the first in Tracy is important to bring diversity and to show the strength that LGBTQ parents bring to the table and recognizing the importance of every individual in our community.

Joey Vera expressed that is he gay and is working hard on bringing diversity to the community and just wants him and other people like him to be accepted for who they are.

Dana Hultberg stated that the Pride event is going to be held in a park near a library and a splash pad where her children frequent. Encouraging this behavior is not inclusive compassionate and it is inappropriate and asked community leaders to intervene on the explicit portion of the Pride festival.

James Patnade, Transgender and Peer Support Specialist at the San Joaquin Pride Center thanked the City for allowing the Pride event, stated that drag shows provide a safe opportunity for folks to express themselves and provide entertainment and shared that those that oppose the drag show should not go and if they are opposed to not bringing their children, they should not bring them.

Casey Anderson stated this is a subject that should be discussed, shared that she had seen photos of a drag show where children were allowed. It should be illegal for children to be at drag shows at a City park where there are playgrounds and an aquatic park and that everyone has a right to assemble but this activity should not be allowed where children are present.

Jose shared his frustration with Pescadero Park and the nudity that children are exposed to on his street on a weekly basis, added someone was going to contact him from the Police Department but it took a week and when that person that was exposing himself to the neighborhood children, police did not show up. Jose shared frustration regarding the lack of the neighborhood access to the park due to the homeless encampment and Council not addressing the concerns.

Blue expressed his hurt and frustration as a veteran and a transman and the lack of understanding and inclusivity in his community, a community that he loves and serves.

Mikayla shared their experience on being closeted and the freedom they felt in being able to finally go out in the community and show who they are authentically while also showing others support.

Burnell Shull shared her experience with friends that are part of the LGBTQ community, stated that if a person does not like something people should just stay away and that people should get along without bringing religion into it.

A community member shared her experience with a family member that is part of the LGBTQ community, her religious beliefs, and the boundaries that she set with that family member and asked that people attending the Pride event have respect for the families and children of the community.

Robert Tanner expressed frustration regarding garbage containers that were just delivered, spoke about pricing and the amount of garbage that is produced by some homes and also commented on the delays on the Aquatics Park.

Diane Stone, Neighborhood Watch Captain from East Highland Avenue spoke about a man brandishing a weapon, stated that the high school had an event happening at the time and that the high school was not notified that there was this situation happening and that the Police Department took 45 minutes before showing up.

Lisa Roth shared San Luis Obispo code of civility stated that there has been some nasty behavior on the part of elected officials, candidates, and the public and asked Council Members to sign a Code of Civility pledge.

Cathy Lau shared her concerns regarding the Pride event and drag queens performing in a public park, explicit dancing and this can be considered grooming, and urged Council to protect families and children from the drag queen performance.

Durriya Syed shared information about the California Low-Cost Auto Insurance Program.

Karen Moore invited the community to Lincoln Park on October 8 at 8:30 a.m. to celebrate California Clean Air Day in conjunction with the City of Tracy's Arbor Day Celebration and stated they are looking for volunteers to plant 71 trees. Ms. Moore thanked Sikhs for Humanity, Delta Disposal and City staff, specifically John Newman, Walter Haley, and Todd Rocha.

Council Member Arriola called for a point of order, objected to some of the comments made by speakers to Tracy Pride. Opposition to Tracy Pride is simply homophobic and objects to all transphobia, homophobia and bigotry in the City of Tracy.

3. REGULAR AGENDA

- 3.A Adopt a Resolution (1) Approving a three-year time extension for the Development Review Permit (D16-0036) To Construct A Five-Unit Residential Project Located at 21, 25, And 29 E. Eighth Street and (2) Determining that The Project is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15332. The applicant is Mark Watrous-Heyliger. Application Number EXT22-0001.

Mayor Young opened the public hearing.

Scott Claar, Senior Planner provided the staff report and responded to questions.

William Muetzenberg expressed support for the project stating it will bring new opportunities for downtown and hoped for more developments of this type in the future.

Karen Moore expressed support and excitement for the plan but shared some concerns regarding not going through the CEQA process and asked that there be more public input.

Council questions and comments followed.

Mayor Young closed the public hearing.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2022-149** (1) Approving a three-year time extension for the Development Review Permit (D16-0036) to construct a five-unit residential project Located at 21, 25, and 29 E. Eighth Street, and (2) Determining that the

project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332, Application Number EXT22-0001. Roll call found all in favor; passed and so ordered.

- 3.B Adopt a resolution approving the Citywide Parks, Recreation, and Trails Master Plan Update and determining that the update is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15183.

Richard Joaquin, Parks Planning and Development Manager along with John Gibbs and Peter Winch, consultants from WRT provided the staff report and responded to questions.

Mary Mitracos shared her excitement for the Master Plan update for the parks, asked about the Quimby Act and shared her disappointment that the City is not at 5 acres per thousand people at this point rather than 4 acres and encouraged staff and Council to work towards 5 acres. Ms. Mitracos gave kudos to Karin Schnaider for having the foresight to budget for future park maintenance. Ms. Mitracos also requested to go back to the old format for staff reports to include who prepared, reviewed and approved the staff reports.

Karen Moore gave kudos to the team that worked on this project and for being receptive to listening to the stakeholders.

Council questions and comments followed.

- ACTION:** Motion was made by Council Member Arriola and seconded by Council Member Davis to adopt **Resolution 2022-150** approving the Citywide Parks, Recreation, and Trails Master Plan update and determining that the update is exempt from the California environmental quality act pursuant to CEQA guidelines section 15183. Roll call found all in favor; passed and so ordered.

- 3.C Adopt a Resolution Accepting the Irrevocable Offer of Dedication of Fee Interest for 16 Acres of Community Park Land for an Aquatic Park (Aquatic Center), generally located at the Intersection of Corral Hollow Road and Summit Drive (Property), from Ellis Village, LLC to the City of Tracy, a Municipal Corporation (City), and directing the City Manager to take Requisite Actions to Effectuate the Acceptance of the Property. **Item pulled to be heard at a later date.**

- 3.D Adopt a Resolution (1) Reaffirming the program priorities for the Aquatic Center CIP 78054 Project, and (2) Authorizing the City Manager to pursue the progressive design-build delivery method for the project. **Item pulled to be heard at a later date.**

Mayor Young called for a recess at 10:07 p.m.

Mayor Young reconvened the meeting at 10:11 p.m.

3.E Receive an informational report regarding the City of Tracy's homelessness initiatives.

Michael Rogers, City Manager provided updated information regarding the item.

Virginia Carney, Homeless Services Manager provided the staff report.

Robert Tanner asked for clarification as to how the Familiar Faces Program works regarding newly homeless individuals. Michael Rogers, City Manager provided clarification. Mr. Tanner asked about the length of the temporary usage of the shelter by a homeless person and what is the contingent plan if shelters are full, where are they going to sleep.

Karen Moore expressed excitement for the homeless project but was upset that the City Manager was not keeping the community or Homeless Task Force informed as to the changes that were decided when it came to the secondary location. Ms. Moore thanked staff for their hard work and suggested that the Homeless Advisory Committee should meet more often and not quarterly.

Dan Evans expressed his disappointment with the lack of communication with the Council Members that sit on the Homeless Advisory Committee and the issues with the lack of transparency and communication. Mr. Evans also asked if the construction was shut down and shared that the unhoused are being politicized. Michael Rogers, City Manager shared that he was not aware of any shutdowns.

Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to accept the informational report regarding the City of Tracy's homelessness initiatives. Roll call found all in favor; passed and so ordered.

3.F Appoint Maurice Francis to the City of Tracy Transportation Advisory Commission to serve the remainder of the vacated term beginning October 5, 2022 and ending April 30, 2025.

Necy Lopez, Deputy City Clerk provided the staff report.

Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Mayor Young to appoint Maurice Francis to the City of Tracy Transportation Advisory Commission to serve the remainder of the vacated term beginning October 5, 2022 and ending April 30, 2025. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Mary Mitracos shared the correct pronunciation for the Brichetto name.

Karen Moore spoke about attending a symposium on Carbon Capturing and Sequestering, shared information about the hazards of carbon dioxide and stated she would send a brief presentation for review, suggested having conversations in the near future and will keep Council informed.

Mayor Young noted that there was an email received from C. Lau regarding the Tracy Pride event, specifically the drag queen show.

5. STAFF ITEMS – Karin Schnaider, Assistant City Manager reported on the following: On the City’s website the public can now access the updates, facts and frequently asked questions (FAQs) on the ballot Measure B. This is the measure regarding business tax and a mailer will also be going out to residents with the same FAQs. Regarding the Airport Master Plan for the Tracy Municipal Airport a survey has gone out, under 10 questions regarding community utilization of the airport. The survey will also be done at the Farmers Market. Pavement rehabilitation has begun from 8:30 a.m. to 3:00 p.m. which includes pavement repair on Tracy Blvd, and overlay and striping on Valpico, Clover and Grant Line Roads. A pilot car will be used on the Valpico roadwork, urges community to plan accordingly due to upcoming delays.
6. COUNCIL ITEMS – Mayor Pro Tem Vargas announced that the South San Joaquin County Fire Authority is having their annual Pancake Breakfast from 7:00 a.m. located at 835 Central Ave. Tracy Buccaneers are having their homecoming on Saturday, which is also the 12th birthday of Luciano Vargas. His birthday will be celebrated by planting a tree in his honor and an additional tree will be planted in honor of Dino Margaros. Mayor Pro Tem announced she will be out of town during the week of the 11th for a wedding and daughter’s birthday celebration, on October 8th TCCA is having a Car Show, and the Pride event on October 9th, and she will be there to support and is looking forward to attending and participating.

Council Member Bedolla requested support for consideration, because meetings run so late, to look at the Council policy to start meetings at 6:00 or 6:30 p.m. Council Member Davis supported the request. Council Member Bedolla also asked for support to discuss the possibility of having a third regular monthly meeting whether it is on the second Tuesday or fourth Tuesday of the month. Council Member Davis supported the request.

Mayor Pro Tem Vargas requested support for an amendment or edit to the current Municipal Code specifically secondary sources of water for our residents. Some rural areas that are now being annexed into the city are being forced to connect to city water and these properties are of one or more acres and would like to continue utilizing their wells for the maintenance of their animals and properties. Mayor Pro Tem Vargas also asked for staff to expedite due to one case in particular that is time sensitive due to the resident’s hardship. Council Member Davis supported the request.

Council Member Arriola shared that the inaugural Tracy Pride event will be this weekend and invited the community to Lincoln Park at 10:00 a.m. on Sunday October 9th. Hosted the Stockton Pride and also had the opportunity to have dinner with the President of Portugal, Marcelo Rebelo de Sousa along with other Central Valley Elected Officials.

Council Member Davis requested a follow-up memo to the concerns of the residents that live on Highland that reported the brandishing of a weapon. Council Member Arriola supported the request.

Council Member Davis requested that staff reports go back to the old format to include who prepared, reviewed and approved the report. Mayor Young supported the request.

Council Member Davis requested a memo regarding what policies are being used by neighboring cities regarding empty industrial buildings. Council Member Arriola supported the request.

Council Member Davis asked if the wooden poles on Valpico and Corral Hollow are permanent or temporary. Michael Rogers, City Manager confirmed that whole signal system is temporary.

Council Member Davis asked if the Skyview lease is close to being finalized. Karin Schnaider, Assistant City Manager shared that there is a draft that is finalizing through staff and is currently under review.

Council Member Davis asked if there will be further information or education on organic waste disposal and what is the plan on educating the public. Karin Schnaider shared that there is a new bill that extended some of the requirements mostly on the penalties so it will allow further education. Utilities and Operations are currently working on some FAQs.

Mayor Young stated that she will submit a report at the next meeting regarding the events she has attended and wished her grandson LJ a happy 24th birthday.

7. ADJOURNMENT – Time: 11:56 p.m.

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

The above agenda was posted at the Tracy City Hall on September 29, 2022. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

Agenda Item 1.B

RECOMMENDATION

Staff recommends that City Council approve the Inspection Improvement Agreement for Sierra View Drive Improvements with Lennar Homes of California, LLC.

EXECUTIVE SUMMARY

This item involves the approval of the Inspection Improvement Agreement (IIA) which will allow Lennar Homes of California, LLC (Developer) to proceed at the Developer's sole and exclusive risk with the construction of the public roadway improvements within Tracy Hills Phase 2 known as the Sierra View Drive Improvements (Project), which are ultimately intended to be dedicated to the City, based on the partially approved submitted plans, but prior to the City Engineer's formal approval of the full set of submitted plans for the Project.

ANALYSIS

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, and is further situated within the boundaries of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154. The Tracy Hills Phase 2 project is generally bordered by Corral Hollow Road to the east and Interstate 580 to the north.

The approval of the Vesting Tentative Subdivision Map for Tracy Hills Phase 2 by the City Council was subject to specified Conditions of Approval which 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. The Sierra View Drive Improvements are part of the public improvements that are required to be designed and constructed by the Developer under the Conditions of Approval.

Improvement Plans for the Sierra View Drive Improvements have been prepared on behalf of the Developer and are under review by the City Engineer, with Staff having performed multiple review and comment cycles. In order to meet its development schedule, Developer intends to commence construction of the Project improvements based on the partially approved submitted plans before the City completes its review and approval of the full set plans. Approval of the Inspection Improvement Agreement will facilitate Developer's efforts to meet its development schedule.

Developer acknowledges and agrees that it will be proceeding with the work at its sole and exclusive risk, and that if any of the work completed by Developer does not conform, in the City Engineer's determination, to the plans ultimately approved by the City, Developer may be required to remove and/or correct any non-conformities to the reasonable satisfaction of the City Engineer in accordance with the approved plans, at the Developer's sole cost, before the City will approve the temporary or final occupancy of any residence within the first Final Map in Tracy Hills Phase 2.

In an effort to minimize the risk of such non-conformities, the City will periodically inspect Developer's work in constructing the public improvements shown on the partially approved submitted plans, and will periodically advise Developer whether the work appears to be proceeding in conformance with the partially approved submitted plans.

The Developer will enter into an Offsite Improvement Agreement with the City at a later date. Staff will return to City Council for approval of the Offsite Improvement Agreement, which will supersede the Inspection Improvement Agreement. Subsequent to the approval of Offsite Improvement Agreement and completion of improvements, acceptance of the public improvements will proceed in accordance with normal City procedures.

The Developer has executed the Inspection Improvement Agreement and has submitted the required security to guarantee completion of the public improvements. The Inspection Improvement Agreement and associated Improvement Plans are on file with the City Engineer.

FISCAL IMPACT

There will be no impact to the General Fund. Developer will pay for the cost of plan checking, engineering inspection and processing of the Inspection Improvement Agreement.

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

That City Council, by resolution, approve the Inspection Improvement Agreement for Sierra View Drive Improvements with Lennar Homes of California, LLC.

Prepared by: Al Gali, Associate Engineer

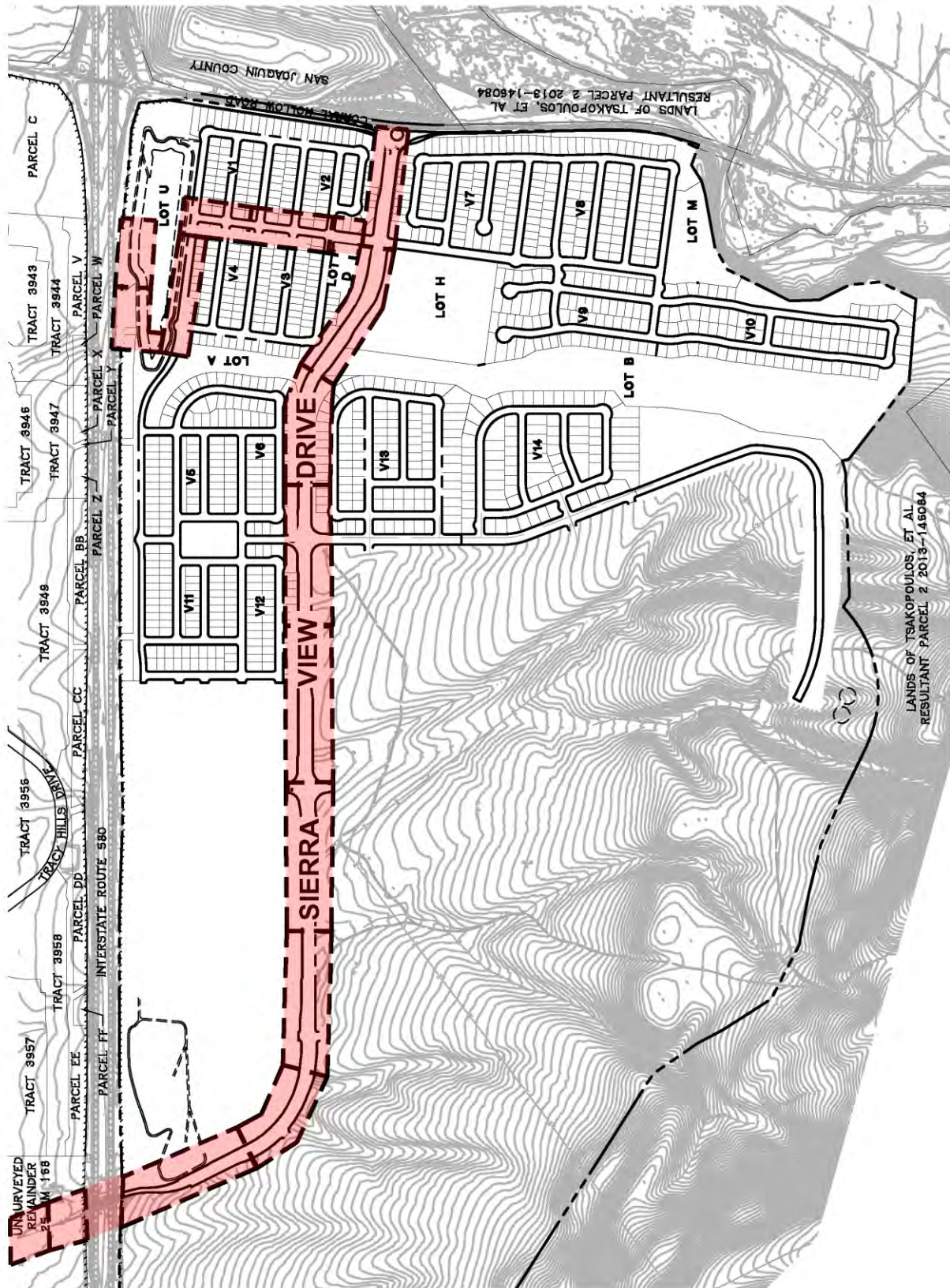
Reviewed by: Robert Armijo, PE, City Engineer/Assistant Development Services Director
Kris Balaji, Development Services Director
Sara Cowell, Interim Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Inspection Improvement Agreement

ATTACHMENT A LOCATION OF PROJECT



LOCATION OF PROJECT
NTS

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
SIERRA VIEW DRIVE IMPROVEMENTS

This **Inspection Improvement Agreement** (“**Agreement**”) is 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 **Sierra View Drive Improvements** that are to be constructed within the proposed Sierra View Drive right-of-way, as more particularly depicted in Exhibit “**A**” (“**Project**”).
- B.** 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, and is further situated within the boundaries of that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154 (the “**Tentative Map**”).
- 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.
- D.** Among other things, the Conditions describe certain improvements that are required for approval of final subdivision maps under the Subdivision Map Act (California Government Code sections 66410, *et seq.*), City’s Subdivision Ordinance (Tracy Municipal Code, Title 12), and applicable City Standards.
- E.** In accordance with the Subdivision Map Act and City’s Subdivision Ordinance, Developer has submitted to City numerous final maps for the residential development known as Tracy Hills Phase 2A (the “**Final Maps**”). The Final Maps are being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Maps has not yet been approved by City for recordation.
- F.** Improvement plans and specifications (which incorporate portions of the City’s Standard Specifications) have been prepared on behalf of Developer and are under review by the City Engineer. They describe in more detail the improvements that are required for approval of the Final Maps. The submitted plans and specifications, which are under review by the City Engineer, are on file with the City Engineer and incorporated herein by reference. The term “**Partially Approved Submitted Plans and Specifications**” is a subset of the complete plans that have been submitted and specifically includes the thirty-three (33) sheets of improvement plans titled “Sierra View Drive Improvement Plans, Tracy Hills - Phase 2A” prepared by Ruggeri-Jensen-Azar. The above referenced plans are on file with the City Engineer under Tracking No. ENG21-0037 and have been approved by the City Engineer.

G. In order to meet Developer's development schedule, Developer intends to commence construction and installation of the required public improvements based on the Partially Approved Submitted Plans and Specifications, but before the City completes its review and approval of the submitted plans and specifications. Developer understands and agrees that it will be proceeding with such improvements at Developer's sole and exclusive risk, and that if the public improvements completed by Developer do not conform, in the City Engineer's reasonable determination, to the plans and specifications ultimately approved by the City (the "**Approved Plans and Specifications**"), Developer may be required to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer, at Developer's sole cost, before the City will approve the temporary or final occupancy of any residence within the first Final Map in Tracy Hills Phase 2.

H. In an effort to minimize the risk of such non-conformities, Developer has asked City to periodically inspect Developer's work in constructing and installing the public improvements described in the Partially Approved Submitted Plans and Specifications, and periodically advise Developer whether the work appears to be proceeding in conformance with the Partially Approved Submitted Plans and Specifications. Developer acknowledges that the City cannot issue a final approval of the work until (a) the City Engineer has fully completed its review and formally approved all of the submitted plans and specifications; and (b) completed an inspection of the Work based on the Approved Plans and Specifications. To facilitate City's periodic inspections, Developer agrees to pay all City costs incurred in such inspections.

I. To facilitate Developer's efforts to meet its development schedule, Developer has requested that City enter into this Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Scope of Work; Location. Developer shall perform, or cause to be performed, the work described in the Partially Approved Submitted Plans and Specifications and the Conditions (collectively, 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 Approved Plans and Specifications. No change shall be made to the Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the scope of Work, as authorized by Tracy Municipal Code section 12.36.060(f).

Developer shall perform all Work at the locations and grades shown on the Partially Approved Submitted Plans and Specifications. Developer (a) has acquired any necessary easement or right-of-way or (b) has entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

Developer understands and agrees that because the full set of submitted plans and specifications have not been approved by the City Engineer, if any of the

completed improvements do not conform to the Approved Plans and Specifications the Developer may have to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer at Developer's sole cost.

2. Time of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Developer shall submit all requests for extensions of time to the City, in writing, no later than ten days after the start of the condition that purportedly caused the delay, and not later than the date on which performance is due.

2.1. Commencement of Work. No later than 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 **\$11,329,007.00** 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 **\$11,329,007.00** 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 **\$1,132,901.00** 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 **\$22,500.00** 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 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, 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 13, 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 10.2, 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. Cure.** If Developer fails to cure the default within five days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly started and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:
- 7.3.1.** Cure the default and charge Developer for the costs, including administrative costs and interest in an amount equal to 7% per annum from the date of default.
- 7.3.2.** Demand Developer complete performance of the Work.
- 7.3.3.** Demand Developer's surety (if any) complete performance of the Work.
- 8. Ownership of Work.** All original documents prepared by Developer for this Agreement are the property of the City, and Developer shall provide them to the City at the completion of Developer's Work, or upon demand from the City.
- 9. 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; Fees.** 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.

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 “C” attached hereto includes the initial contact information referenced in this Section 11.

12. No Filing of Final Map Until Subdivision Improvement Agreement.

Developer understands and agrees that no final map may be approved or recorded for the Project until after the Developer and the City enter into a Subdivision Improvement Agreement which addresses all requirements of the Conditions. Neither the execution of this Agreement, nor the completion of the Work, shall cause Developer to acquire any vested rights to file, have approved, or to record a final map. It is expressly agreed that Developer shall be subject to all laws and regulations now in force or hereinafter enacted affecting the Project. By executing this Agreement, the Developer fully understands and agrees to comply with these conditions.

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.

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

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:

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 E. Hartford Drive, Suite 118
Scottsdale, AZ 85255
Attn: Steven S. Benson, Manager
steve.benson@agwipam.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 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; 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:

- A. Location of Project (Recital A)
- B. Conditions of Approval (Recital C)
- C. Developer'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]

City of Tracy - Inspection Improvement Agreement

Sierra View Drive Improvements

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


City of Tracy

Developer

Nancy D. Young, City Manager

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

Date: _____

DocuSigned by:


Approved by City Council on _____
by Resolution No. _____.

By: _____
Bridgit Koller

Title: Vice President

Date: 9/13/2022

Attest:

Federal Employer Tax ID No. _____

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Bijal M. Patel, City Attorney

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION 2022-_____

APPROVING THE INSPECTION IMPROVEMENT AGREEMENT FOR SIERRA VIEW DRIVE IMPROVEMENTS WITH LENNAR HOMES OF CALIFORNIA, LLC

WHEREAS, on October 19, 2021, the City Council approved that certain tentative map known as Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, by Resolution No. 2021-154; and

WHEREAS, the Sierra View Drive Improvements are part of the public improvements that are required to be designed and constructed by Lennar Homes of California, LLC (Developer), under the Conditions of Approval for the Vesting Tentative Map for Tracy Hills Phase 2; and

WHEREAS, in order to meet its development schedule, Developer intends to commence construction of the required public improvements based on the partially approved submitted plans before the City completes its review and approval of the full set of plans, in accordance with the terms and conditions of the Inspection Improvement Agreement; and

WHEREAS, Developer acknowledges and agrees that it will be proceeding with the work at its sole and exclusive risk, and that if any of the work completed by developer under the Inspection Improvement Agreement does not conform, in the City Engineer's determination, to the plans ultimately approved by the City, Developer will be required to remove and/or correct any non-conformities to the reasonable satisfaction of the City Engineer; and

WHEREAS, The Improvement and Inspection Agreement will be superseded by a Subdivision Improvement Agreement to be executed by the Developer at a later date and the City will continue with the inspection and acceptance of the public improvements in accordance with normal City procedures under the Subdivision Improvement Agreement; and

WHEREAS, The Developer has executed the Inspection Improvement Agreement and has submitted the required security to guarantee completion of the public improvements; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Inspection Improvement Agreement for Sierra View Drive Improvements with Lennar Homes of California, LLC.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 18th day of October 2022 by the following vote:

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

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

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

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing 1) amendments to the City's classification and compensation plans and Master Salary Schedule relating to the Chief Innovation Officer, Public Information Officer, Multimedia Communications Coordinator and Multimedia Communications Assistant, and 2) reallocation of a vacant Parks Project Coordinator to a Landscape Architect, effective Fiscal Year 2022-23.

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 so as to establish one (1) new classification for Chief Innovation Officer as well as amend the Public Information Officer, Multimedia Communications Coordinator and Multimedia Communications Assistant classifications, and 2) reallocation of a vacant Parks Project Coordinator to a Landscape Architect.

BACKGROUND AND LEGISLATIVE HISTORY

Periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications in order to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs. Due to the City's organizational structure changes a new classification of Chief Innovation Officer is recommended to support the creation of the newly established Innovation and Technology Department.

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 or 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 2022/23 Budget reflects the addition of two new core departments to build organizational capacity, to be adaptive to community needs, and to meet the City Council's Strategic Priorities resulting in the creation of two new full-time department director positions to oversee the Mobility and Housing Department and Innovation and Technology Department. In the prior budget year, Information Technology was a division of the Finance department. The classification for Director of Mobility and Housing was approved by City Council on August 16, 2022.

Chief Innovation Officer

Human Resources conducted a classification study to reflect the scope of responsibility and span of control for the newly formed department and evaluated the knowledge skills and abilities required to successfully perform the functions of the classification. This new department is responsible for building and empowering a smart, digital city by providing innovative technology solutions that support City departments and the public. The Chief Innovation Officer will be responsible for overseeing the newly formed department to support a robust, inclusive, and innovative environment serving the Tracy residents.

Staff recommends the monthly salary range for the Chief Innovation Officer at \$14,878 - \$18,069 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

CLASSIFICATION REVISIONS

Revisions were made to the existing Public Information Officer, Multimedia Communications Coordinator and Multimedia Communications Assistant classifications to reflect the management and functional transition of the City's cable access channel from the City Manager's Office to the Innovation and Technology Department. This transition will support the Public Information Officer's ability to provide direction and oversight for the comprehensive public relations and communication programs for the City while aligning the technical function of the City's cable access channel with the services delivered through the Innovation and Technology department.

In addition, staff provided Tracy Technical and Support Services Employee Association with the proposed job description and the bargaining unit agreed with the recommendation.

REALLOCATIONS

The vacant Parks Project Coordinator was evaluated and due to the workload and expertise needed for several upcoming and ongoing projects, staff recommends reallocating the position to a Landscape Architect. The reallocation will allow this specialized professional classification to perform full range of landscape architecture assignments including design and development of plans, specifications, and cost estimates for capital improvement projects. The Landscape Architect will be able to use independent judgment to make decisions in carrying out assignments, which will provide greater assistance to the Parks Planning and Development Manager.

There are no recommended salary changes associated with this update.

The Master Salary Schedule effective October 18, 2022 (Attachment A) reflects the salary range for each new and revised classification discussed in this report.

FISCAL IMPACT

This action amends the City's Classification and Compensation plan by establishing a new specification and revising the class specification for the positions contained in this report and amends the Position Control Roster to reallocate the current vacant Parks Project Coordinator to a Landscape Architect. These changes, including the addition of the Chief Innovation Officer, were previously approved in the established FY2022-23 budget.

STRATEGIC PLAN

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

Governance Strategy

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

Objective 1b: Affirm organizational values.

ACTION REQUESTED OF THE CITY COUNCIL

Adopt a Resolution authorizing 1) amendments to the City's classification and compensation plans and Master Salary Schedule relating to the Chief Innovation Officer, Public Information Officer, Multimedia Communications Coordinator and Multimedia Communications Assistant, and 2) reallocation of a vacant Parks Project Coordinator to a Landscape Architect, effective Fiscal Year 2022-23.

Prepared by: JoAnn Weberg, Human Resources Manager

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

Approved by: Michael Rogers, City Manager

Attachments:

- A – Master Salary Schedule Effective October 18, 2022
- B – Chief Innovation Officer
- C – Public Information Officer
- D – Multimedia Communications Coordinator
- E – Multimedia Communications Assistant

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	2,176.60	4,715.97	56,591.60	27.2075
			B	2,285.44	4,951.79	59,421.44	28.5680
			C	2,399.70	5,199.35	62,392.20	29.9963
			D	2,519.69	5,459.33	65,511.94	31.4961
			E	2,645.68	5,732.31	68,787.68	33.0710
3106	Accountant*	TMMBU	A	3,422.14	7,414.64	88,975.64	42.7768
			B	3,593.25	7,785.38	93,424.50	44.9156
			C	3,772.91	8,174.64	98,095.66	47.1614
			D	3,961.54	8,583.34	103,000.04	49.5193
			E	4,159.62	9,012.51	108,150.12	51.9953
2520	Accounting Manager*	CONF	A	4,947.25	10,719.04	128,628.50	61.8406
			B	5,194.61	11,254.99	135,059.86	64.9326
			C	5,454.35	11,817.76	141,813.10	68.1794
			D	5,727.07	12,408.65	148,903.82	71.5884
			E	6,013.44	13,029.12	156,349.44	75.1680
4201	Accounting Technician	TTSSEA	A	2,676.79	5,799.71	69,596.54	33.4599
			B	2,810.65	6,089.74	73,076.90	35.1331
			C	2,951.17	6,394.20	76,730.42	36.8896
			D	3,098.74	6,713.94	80,567.24	38.7343
			E	3,253.69	7,049.66	84,595.94	40.6711
4102	Administrative Assistant	TTSSEA	A	2,166.98	4,695.12	56,341.48	27.0873
			B	2,275.31	4,929.84	59,158.06	28.4414
			C	2,389.09	5,176.36	62,116.34	29.8636
			D	2,508.53	5,435.15	65,221.78	31.3566
			E	2,633.95	5,706.89	68,482.70	32.9244
8102	Administrative Assistant - Confidential	CONF	A	2,220.71	4,811.54	57,738.46	27.7589
			B	2,331.73	5,052.08	60,624.98	29.1466
			C	2,448.32	5,304.69	63,656.32	30.6040
			D	2,570.75	5,569.96	66,839.50	32.1344
			E	2,699.28	5,848.44	70,181.28	33.7410
4107	Administrative Technician	TTSSEA	A	2,676.79	5,799.71	69,596.54	33.4599
			B	2,810.65	6,089.74	73,076.90	35.1331
			C	2,951.17	6,394.20	76,730.42	36.8896
			D	3,098.74	6,713.94	80,567.24	38.7343
			E	3,253.69	7,049.66	84,595.94	40.6711
3510	Airport Manager*	TMMBU	A	3,473.74	7,526.44	90,317.24	43.4218
			B	3,647.41	7,902.72	94,832.66	45.5926
			C	3,829.78	8,297.86	99,574.28	47.8723
			D	4,021.26	8,712.73	104,552.76	50.2658
			E	4,222.32	9,148.36	109,780.32	52.7790
5522	Animal Services Aide	TEAMSTERS	A	1,485.35	3,218.26	38,619.10	18.5669
			B	1,559.62	3,379.18	40,550.12	19.4953
			C	1,637.62	3,548.18	42,578.12	20.4703
			D	1,719.49	3,725.56	44,706.74	21.4936
			E	1,805.46	3,911.83	46,941.96	22.5683

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	3,731.54	8,085.00	97,020.04	46.6443
			B	3,918.12	8,489.26	101,871.12	48.9765
			C	4,114.03	8,913.73	106,964.78	51.4254
			D	4,319.72	9,359.39	112,312.72	53.9965
			E	4,535.71	9,827.37	117,928.46	56.6964
5521	Animal Services Officer I	TEAMSTERS	A	2,067.32	4,479.19	53,750.32	25.8415
			B	2,170.66	4,703.10	56,437.16	27.1333
			C	2,279.18	4,938.22	59,258.68	28.4898
			D	2,393.14	5,185.14	62,221.64	29.9143
			E	2,512.82	5,444.44	65,333.32	31.4103
5523	Animal Services Officer II	TEAMSTERS	A	2,269.74	4,917.77	59,013.24	28.3718
			B	2,383.22	5,163.64	61,963.72	29.7903
			C	2,502.40	5,421.87	65,062.40	31.2800
			D	2,627.51	5,692.94	68,315.26	32.8439
			E	2,758.91	5,977.64	71,731.66	34.4864
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,764.97	5,990.77	71,889.22	34.5621
			B	2,903.22	6,290.31	75,483.72	36.2903
			C	3,048.37	6,604.80	79,257.62	38.1046
			D	3,200.79	6,935.05	83,220.54	40.0099
			E	3,360.83	7,281.80	87,381.58	42.0104
2573	Assistant City Attorney*	CONF	A	6,298.08	13,645.84	163,750.08	78.7260
			B	6,612.97	14,328.10	171,937.22	82.6621
			C	6,943.62	15,044.51	180,534.12	86.7953
			D	7,290.80	15,796.73	189,560.80	91.1350
			E	7,655.33	16,586.55	199,038.58	95.6916
3338	Assistant City Engineer*	TMMBU	A	5,303.20	11,490.27	137,883.20	66.2900
			B	5,582.32	12,095.03	145,140.32	69.7790
			C	5,876.13	12,731.62	152,779.38	73.4516
			D	6,185.40	13,401.70	160,820.40	77.3175
			E	6,510.94	14,107.04	169,284.44	81.3868
1502	Assistant City Manager*	DH	Min	9,173.88	19,876.74	238,520.89	114.6735
			Max	9,838.86	21,317.53	255,810.35	122.9858
2682	Assistant Director DES*	CONF	A	6,015.05	13,032.61	156,391.30	75.1881
			B	6,315.80	13,684.23	164,210.80	78.9475
			C	6,631.58	14,368.42	172,421.08	82.8948
			D	6,963.15	15,086.83	181,041.90	87.0394
			E	7,311.31	15,841.17	190,094.06	91.3914
2681	Assistant Director DES/City Engineer*	CONF	A	6,301.83	13,653.97	163,847.58	78.7729
			B	6,616.92	14,336.66	172,039.92	82.7115
			C	6,947.77	15,053.50	180,642.02	86.8471
			D	7,295.15	15,806.16	189,673.90	91.1894
			E	7,659.93	16,596.52	199,158.18	95.7491
2635	Assistant Director Operations*	CONF	A	6,015.05	13,032.61	156,391.30	75.1881
			B	6,315.80	13,684.23	164,210.80	78.9475
			C	6,631.58	14,368.42	172,421.08	82.8948
			D	6,963.15	15,086.83	181,041.90	87.0394
			E	7,311.31	15,841.17	190,094.06	91.3914

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2636	Assistant Director Utilities*	CONF	A	6,015.05	13,032.61	156,391.30	75.1881
			B	6,315.80	13,684.23	164,210.80	78.9475
			C	6,631.58	14,368.42	172,421.08	82.8948
			D	6,963.15	15,086.83	181,041.90	87.0394
			E	7,311.31	15,841.17	190,094.06	91.3914
3302	Assistant Engineer*	TMMBU	A	3,577.55	7,751.36	93,016.30	44.7194
			B	3,756.40	8,138.87	97,666.40	46.9550
			C	3,944.23	8,545.83	102,549.98	49.3029
			D	4,141.44	8,973.12	107,677.44	51.7680
			E	4,348.52	9,421.79	113,061.52	54.3565
5232	Assistant Planner	TEAMSTERS	A	2,969.79	6,434.55	77,214.54	37.1224
			B	3,118.28	6,756.27	81,075.28	38.9785
			C	3,274.19	7,094.08	85,128.94	40.9274
			D	3,437.90	7,448.78	89,385.40	42.9738
			E	3,609.80	7,821.23	93,854.80	45.1225
2580	Assistant to the City Manager*	CONF	A	4,947.25	10,719.04	128,628.50	61.8406
			B	5,194.61	11,254.99	135,059.86	64.9326
			C	5,454.35	11,817.76	141,813.10	68.1794
			D	5,727.07	12,408.65	148,903.82	71.5884
			E	6,013.44	13,029.12	156,349.44	75.1680
3333	Associate Engineer*	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
3303	Associate Civil Engineer*	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
3202	Associate Planner*	TMMBU	A	3,401.20	7,369.27	88,431.20	42.5150
			B	3,571.26	7,737.73	92,852.76	44.6408
			C	3,749.82	8,124.61	97,495.32	46.8728
			D	3,937.31	8,530.84	102,370.06	49.2164
			E	4,134.19	8,957.41	107,488.94	51.6774
4451	Box Office Assistant	TTSSEA	A	1,951.79	4,228.88	50,746.54	24.3974
			B	2,049.39	4,440.35	53,284.14	25.6174
			C	2,151.86	4,662.36	55,948.36	26.8983
			D	2,259.44	4,895.45	58,745.44	28.2430
			E	2,372.44	5,140.29	61,683.44	29.6555
4455	Box Office Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3104	Budget Officer*	CONF	A	4,569.96	9,901.58	118,818.96	57.1245
			B	4,798.45	10,396.64	124,759.70	59.9806
			C	5,038.37	10,916.47	130,997.62	62.9796
			D	5,290.30	11,462.32	137,547.80	66.1288
			E	5,554.82	12,035.44	144,425.32	69.4353
5211	Building Inspector I	TEAMSTERS	A	2,665.08	5,774.34	69,292.08	33.3135
			B	2,798.33	6,063.05	72,756.58	34.9791
			C	2,938.25	6,366.21	76,394.50	36.7281
			D	3,085.17	6,684.54	80,214.42	38.5646
			E	3,239.42	7,018.74	84,224.92	40.4928
5212	Building Inspector II	TEAMSTERS	A	3,403.75	7,374.79	88,497.50	42.5469
			B	3,573.95	7,743.56	92,922.70	44.6744
			C	3,752.63	8,130.70	97,568.38	46.9079
			D	3,940.27	8,537.25	102,447.02	49.2534
			E	4,137.26	8,964.06	107,568.76	51.7158
5320	Building Maintenance Worker I	TEAMSTERS	A	2,261.97	4,900.94	58,811.22	28.2746
			B	2,375.08	5,146.01	61,752.08	29.6885
			C	2,493.84	5,403.32	64,839.84	31.1730
			D	2,618.53	5,673.48	68,081.78	32.7316
			E	2,749.46	5,957.16	71,485.96	34.3683
5321	Building Maintenance Worker II	TEAMSTERS	A	2,381.03	5,158.90	61,906.78	29.7629
			B	2,500.09	5,416.86	65,002.34	31.2511
			C	2,625.09	5,687.70	68,252.34	32.8136
			D	2,756.34	5,972.07	71,664.84	34.4543
			E	2,894.17	6,270.70	75,248.42	36.1771
3341	Building Official*	TMMBU	A	5,155.45	11,170.14	134,041.70	64.4431
			B	5,413.21	11,728.62	140,743.46	67.6651
			C	5,683.88	12,315.07	147,780.88	71.0485
			D	5,968.07	12,930.82	155,169.82	74.6009
			E	6,266.48	13,577.37	162,928.48	78.3310
4501	Building Permit Technician I	TTSSEA	A	2,471.54	5,355.00	64,260.04	30.8943
			B	2,595.13	5,622.78	67,473.38	32.4391
			C	2,724.87	5,903.89	70,846.62	34.0609
			D	2,861.12	6,199.09	74,389.12	35.7640
			E	3,004.18	6,509.06	78,108.68	37.5523
4502	Building Permit Technician II	TTSSEA	A	2,601.62	5,636.84	67,642.12	32.5203
			B	2,731.71	5,918.71	71,024.46	34.1464
			C	2,868.29	6,214.63	74,575.54	35.8536
			D	3,011.71	6,525.37	78,304.46	37.6464
			E	3,162.30	6,851.65	82,219.80	39.5288
XXXX	Chief Innovation Officer*	DH	Min	6,866.78	14,878.03	178,536.32	85.8348
			Max	8,339.89	18,069.77	216,837.24	104.2486
1506	City Attorney*	CONTRACT		9,548.10	20,687.55	248,250.60	119.3513

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3110	City Clerk*	TMMBU	A	4,580.59	9,924.61	119,095.34	57.2574
			B	4,809.63	10,420.87	125,050.38	60.1204
			C	5,050.10	10,941.88	131,302.60	63.1263
			D	5,302.60	11,488.97	137,867.60	66.2825
			E	5,567.73	12,063.42	144,760.98	69.5966
1102	City Council Member*			432.00	936.00	11,232.00	
1501	City Manager*	CONTRACT		10,396.82	22,526.44	270,317.32	129.9603
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical	LS	A				15.0000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
3155	Code Compliance Analyst*	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144
5202	Code Enforcement Officer	TEAMSTERS	A	2,752.99	5,964.81	71,577.74	34.4124
			B	2,890.63	6,263.03	75,156.38	36.1329
			C	3,035.17	6,576.20	78,914.42	37.9396
			D	3,186.92	6,904.99	82,859.92	39.8365
			E	3,346.27	7,250.25	87,003.02	41.8284
3315	Community Preservation Manager*	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
5513	Community Services Officer	TEAMSTERS	A	2,403.89	5,208.43	62,501.14	30.0486
			B	2,524.09	5,468.86	65,626.34	31.5511
			C	2,650.26	5,742.23	68,906.76	33.1283
			D	2,782.79	6,029.38	72,352.54	34.7849
			E	2,921.95	6,330.89	75,970.70	36.5244
5222	Construction Inspector I	TEAMSTERS	A	3,089.33	6,693.55	80,322.58	38.6166
			B	3,243.82	7,028.28	84,339.32	40.5478
			C	3,405.99	7,379.65	88,555.74	42.5749
			D	3,576.29	7,748.63	92,983.54	44.7036
			E	3,755.13	8,136.12	97,633.38	46.9391
5223	Construction Inspector II	TEAMSTERS	A	3,243.62	7,027.84	84,334.12	40.5453
			B	3,405.80	7,379.23	88,550.80	42.5725
			C	3,576.09	7,748.20	92,978.34	44.7011
			D	3,754.92	8,135.66	97,627.92	46.9365
			E	3,942.65	8,542.41	102,508.90	49.2831

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4605	Crime Analyst	TTSSEA	A	2,920.43	6,327.60	75,931.18	36.5054
			B	3,066.45	6,643.98	79,727.70	38.3306
			C	3,219.79	6,976.21	83,714.54	40.2474
			D	3,380.78	7,325.02	87,900.28	42.2598
			E	3,549.80	7,691.23	92,294.80	44.3725
5514	Crime Prevention Specialist	TEAMSTERS	A	2,490.06	5,395.13	64,741.56	31.1258
			B	2,614.59	5,664.95	67,979.34	32.6824
			C	2,745.32	5,948.19	71,378.32	34.3165
			D	2,882.56	6,245.55	74,946.56	36.0320
			E	3,026.69	6,557.83	78,693.94	37.8336
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	2,828.95	6,129.39	73,552.70	35.3619
			B	2,970.39	6,435.85	77,230.14	37.1299
			C	3,118.89	6,757.60	81,091.14	38.9861
			D	3,274.83	7,095.47	85,145.58	40.9354
			E	3,438.57	7,450.24	89,402.82	42.9821
5517	Crime Scene Technician	TEAMSTERS	A	2,696.73	5,842.92	70,114.98	33.7091
			B	2,831.54	6,135.00	73,620.04	35.3943
			C	2,973.13	6,441.78	77,301.38	37.1641
			D	3,121.79	6,763.88	81,166.54	39.0224
			E	3,277.88	7,102.07	85,224.88	40.9735
1108	Cultural Arts Commissioner	Stipend of \$50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	4,827.54	10,459.67	125,516.04	60.3443
			B	5,068.92	10,982.66	131,791.92	63.3615
			C	5,322.37	11,531.80	138,381.62	66.5296
			D	5,588.47	12,108.35	145,300.22	69.8559
			E	5,867.89	12,713.76	152,565.14	73.3486
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
3524	Cultural Arts Supervisor*	TMMBU	A	3,731.54	8,085.00	97,020.04	46.6443
			B	3,918.12	8,489.26	101,871.12	48.9765
			C	4,114.03	8,913.73	106,964.78	51.4254
			D	4,319.72	9,359.39	112,312.72	53.9965
			E	4,535.71	9,827.37	117,928.46	56.6964
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,166.98	4,695.12	56,341.48	27.0873
			B	2,275.31	4,929.84	59,158.06	28.4414
			C	2,389.09	5,176.36	62,116.34	29.8636
			D	2,508.53	5,435.15	65,221.78	31.3566
			E	2,633.95	5,706.89	68,482.70	32.9244
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,097.74	6,711.77	80,541.24	38.7218
			B	3,252.64	7,047.39	84,568.64	40.6580
			C	3,415.26	7,399.73	88,796.76	42.6908
			D	3,586.03	7,769.73	93,236.78	44.8254
			E	3,765.34	8,158.24	97,898.84	47.0668

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9552	D.A.R.E Officer	LS	A				36.3700
			B				38.1900
			C				40.1000
			D				42.1000
			E				44.2100
2571	Deputy City Attorney I*	CONF	A	4,944.78	10,713.69	128,564.28	61.8098
			B	5,192.02	11,249.38	134,992.52	64.9003
			C	5,451.63	11,811.87	141,742.38	68.1454
			D	5,724.21	12,402.46	148,829.46	71.5526
			E	6,010.41	13,022.56	156,270.66	75.1301
2572	Deputy City Attorney II*	CONF	A	5,439.27	11,785.09	141,421.02	67.9909
			B	5,711.24	12,374.35	148,492.24	71.3905
			C	5,996.80	12,993.07	155,916.80	74.9600
			D	6,296.65	13,642.74	163,712.90	78.7081
			E	6,611.47	14,324.85	171,898.22	82.6434
4116	Deputy City Clerk	TTSSEA	A	2,875.19	6,229.58	74,754.94	35.9399
			B	3,018.96	6,541.08	78,492.96	37.7370
			C	3,169.90	6,868.12	82,417.40	39.6238
			D	3,328.41	7,211.56	86,538.66	41.6051
			E	3,494.82	7,572.11	90,865.32	43.6853
1515	Director of Development Services *	DH	Min	7,359.88	15,946.41	191,356.86	91.9985
			Max	8,944.42	19,379.57	232,554.86	111.8053
1522	Director of Finance*	DH	Min	6,866.78	14,878.03	178,536.32	85.8348
			Max	8,339.89	18,069.77	216,837.24	104.2486
1518	Director of Human Resources*	DH	Min	6,866.78	14,878.03	178,536.32	85.8348
			Max	8,339.89	18,069.77	216,837.19	104.2486
1527	Director of Housing and Mobility *	DH	Min	6,866.78	14,878.03	178,536.32	85.8348
			Max	8,339.89	18,069.77	216,837.19	104.2486
1524	Director of Operations and Utilities*	DH	Min	7,359.88	15,946.41	191,356.86	91.9985
			Max	8,944.42	19,379.57	232,554.86	111.8053
1516	Director of Parks and Recreation*	DH	Min	6,866.78	14,878.03	178,536.32	85.8348
			Max	8,339.89	18,069.77	216,837.19	104.2486
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,137.18	6,797.22	81,566.68	39.2148
			B	3,294.03	7,137.07	85,644.78	41.1754
			C	3,458.74	7,493.94	89,927.24	43.2343
			D	3,631.67	7,868.62	94,423.42	45.3959
			E	3,813.26	8,262.06	99,144.76	47.6658
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3207	Economic Development Manager*	TMMBU	A	4,459.37	9,661.97	115,943.62	55.7421
			B	4,682.34	10,145.07	121,740.84	58.5293
			C	4,916.46	10,652.33	127,827.96	61.4558
			D	5,162.28	11,184.94	134,219.28	64.5285
			E	5,420.39	11,744.18	140,930.14	67.7549
5325	Electrician	TEAMSTERS	A	3,416.90	7,403.28	88,839.40	42.7113
			B	3,587.76	7,773.48	93,281.76	44.8470
			C	3,767.16	8,162.18	97,946.16	47.0895
			D	3,955.50	8,570.25	102,843.00	49.4438
			E	4,153.28	8,998.77	107,985.28	51.9160
5221	Engineering Technician I	TEAMSTERS	A	2,719.53	5,892.32	70,707.78	33.9941
			B	2,855.50	6,186.92	74,243.00	35.6938
			C	2,998.27	6,496.25	77,955.02	37.4784
			D	3,148.18	6,821.06	81,852.68	39.3523
			E	3,305.61	7,162.16	85,945.86	41.3201
5225	Engineering Technician II	TEAMSTERS	A	2,855.51	6,186.94	74,243.26	35.6939
			B	2,998.29	6,496.30	77,955.54	37.4786
			C	3,148.21	6,821.12	81,853.46	39.3526
			D	3,305.64	7,162.22	85,946.64	41.3205
			E	3,470.88	7,520.24	90,242.88	43.3860
3412	Environmental Compliance Analyst	TMMBU Non-Exempt	A	3,137.18	6,797.22	81,566.68	39.2148
			B	3,294.03	7,137.07	85,644.78	41.1754
			C	3,458.74	7,493.94	89,927.24	43.2343
			D	3,631.67	7,868.62	94,423.42	45.3959
			E	3,813.26	8,262.06	99,144.76	47.6658
5424	Environmental Compliance Technician	TEAMSTERS	A	2,471.96	5,355.92	64,270.98	30.8995
			B	2,595.56	5,623.71	67,484.53	32.4445
			C	2,725.34	5,904.90	70,858.76	34.0667
			D	2,861.60	6,200.14	74,401.70	35.7700
			E	3,004.68	6,510.15	78,121.78	37.5585
5313	Equipment Mechanic I	TEAMSTERS	A	2,499.33	5,415.22	64,982.58	31.2416
			B	2,624.29	5,685.96	68,231.54	32.8036
			C	2,755.50	5,970.25	71,643.00	34.4438
			D	2,893.27	6,268.75	75,225.02	36.1659
			E	3,037.93	6,582.18	78,986.18	37.9741
5314	Equipment Mechanic II	TEAMSTERS	A	2,624.28	5,685.94	68,231.28	32.8035
			B	2,755.50	5,970.25	71,643.00	34.4438
			C	2,893.26	6,268.73	75,224.76	36.1658
			D	3,037.93	6,582.18	78,986.18	37.9741
			E	3,189.82	6,911.28	82,935.32	39.8728
4108	Executive Assistant	TTSSEA	A	2,636.03	5,711.40	68,536.78	32.9504
			B	2,767.83	5,996.97	71,963.58	34.5979
			C	2,906.22	6,296.81	75,561.72	36.3278
			D	3,051.54	6,611.67	79,340.04	38.1443
			E	3,204.11	6,942.24	83,306.86	40.0514

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
8108	Executive Assistant - Confidential	CONF	A	2,701.40	5,853.03	70,236.40	33.7675
			B	2,836.48	6,145.71	73,748.48	35.4560
			C	2,978.30	6,452.98	77,435.80	37.2288
			D	3,127.20	6,775.60	81,307.20	39.0900
			E	3,283.57	7,114.40	85,372.82	41.0446
2581	Executive Assistant to City Manager	CONF	A	3,085.18	6,684.56	80,214.68	38.5648
			B	3,239.43	7,018.77	84,225.18	40.4929
			C	3,401.40	7,369.70	88,436.40	42.5175
			D	3,571.48	7,738.21	92,858.48	44.6435
			E	3,750.04	8,125.09	97,501.04	46.8755
9635	Facility Attendant	LS	A				19.8000
			B				20.7900
			C				21.8300
			D				22.9200
			E				24.0700
3404	Fleet Supervisor*	TMMBU	A	3,473.74	7,526.44	90,317.24	43.4218
			B	3,647.41	7,902.72	94,832.66	45.5926
			C	3,829.78	8,297.86	99,574.28	47.8723
			D	4,021.26	8,712.73	104,552.76	50.2658
			E	4,222.32	9,148.36	109,780.32	52.7790
3120	GIS Analyst *	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144
4206	GIS Technician	TTSSEA	A	2,920.43	6,327.60	75,931.18	36.5054
			B	3,066.45	6,643.98	79,727.70	38.3306
			C	3,219.79	6,976.21	83,714.54	40.2474
			D	3,380.78	7,325.02	87,900.28	42.2598
			E	3,549.80	7,691.23	92,294.80	44.3725
3215	Homeless Services Manager*	TMMBU	A	4,459.37	9,661.97	115,943.62	55.7421
			B	4,682.34	10,145.07	121,740.84	58.5293
			C	4,916.46	10,652.33	127,827.96	61.4558
			D	5,162.28	11,184.94	134,219.28	64.5285
			E	5,420.39	11,744.18	140,930.14	67.7549
2511	Human Resources Analyst I*	CONF	A	3,214.99	6,965.81	83,589.74	40.1874
			B	3,375.74	7,314.10	87,769.24	42.1968
			C	3,544.51	7,679.77	92,157.26	44.3064
			D	3,721.74	8,063.77	96,765.24	46.5218
			E	3,907.83	8,466.97	101,603.58	48.8479
2512	Human Resources Analyst II*	CONF	A	3,697.13	8,010.45	96,125.38	46.2141
			B	3,881.99	8,410.98	100,931.74	48.5249
			C	4,076.08	8,831.51	105,978.08	50.9510
			D	4,279.90	9,273.12	111,277.40	53.4988
			E	4,493.90	9,736.78	116,841.40	56.1738

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2562	Human Resources Manager*	CONF	A	4,947.25	10,719.04	128,628.50	61.8406
			B	5,194.61	11,254.99	135,059.86	64.9326
			C	5,454.35	11,817.76	141,813.10	68.1794
			D	5,727.07	12,408.65	148,903.82	71.5884
			E	6,013.44	13,029.12	156,349.44	75.1680
4301	Human Resources Technician	CONF	A	2,743.19	5,943.58	71,322.94	34.2899
			B	2,880.35	6,240.76	74,889.10	36.0044
			C	3,024.37	6,552.80	78,633.62	37.8046
			D	3,175.59	6,880.45	82,565.34	39.6949
			E	3,334.37	7,224.47	86,693.62	41.6796
4204	Information Systems Technician I	TTSSEA	A	2,539.52	5,502.29	66,027.52	31.7440
			B	2,666.49	5,777.40	69,328.74	33.3311
			C	2,799.83	6,066.30	72,795.58	34.9979
			D	2,939.82	6,369.61	76,435.32	36.7478
			E	3,086.81	6,688.09	80,257.06	38.5851
4205	Information Systems Technician II	TTSSEA	A	2,920.43	6,327.60	75,931.18	36.5054
			B	3,066.45	6,643.98	79,727.70	38.3306
			C	3,219.79	6,976.21	83,714.54	40.2474
			D	3,380.78	7,325.02	87,900.28	42.2598
			E	3,549.80	7,691.23	92,294.80	44.3725
2553	Information Technology Manager*	CONF	A	4,947.25	10,719.04	128,628.50	61.8406
			B	5,194.61	11,254.99	135,059.86	64.9326
			C	5,454.35	11,817.76	141,813.10	68.1794
			D	5,727.07	12,408.65	148,903.82	71.5884
			E	6,013.44	13,029.12	156,349.44	75.1680
3111	Information Technology Specialist*	TMMBU	A	3,504.53	7,593.15	91,117.78	43.8066
			B	3,679.78	7,972.86	95,674.28	45.9973
			C	3,863.76	8,371.48	100,457.76	48.2970
			D	4,056.93	8,790.02	105,480.18	50.7116
			E	4,259.78	9,229.52	110,754.28	53.2473
5413	Instrumentation Technician	TEAMSTERS	A	3,172.41	6,873.56	82,482.66	39.6551
			B	3,331.03	7,217.23	86,606.78	41.6379
			C	3,497.59	7,578.11	90,937.34	43.7199
			D	3,672.45	7,956.98	95,483.70	45.9056
			E	3,856.08	8,354.84	100,258.08	48.2010
9108	Intern-Generalist	LS	A				20.5500
			B				21.5800
			C				22.6600
			D				23.7900
			E				24.9800
5224	Junior Engineer	TEAMSTERS	A	3,140.61	6,804.66	81,655.86	39.2576
			B	3,297.64	7,144.89	85,738.64	41.2205
			C	3,462.51	7,502.11	90,025.26	43.2814
			D	3,635.64	7,877.22	94,526.64	45.4455
			E	3,817.43	8,271.10	99,253.18	47.7179

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5423	Laboratory Quality Assurance Officer*	TMMBU	A	2,914.59	6,314.95	75,779.34	36.4324
			B	3,060.34	6,630.74	79,568.84	38.2543
			C	3,213.35	6,962.26	83,547.10	40.1669
			D	3,374.01	7,310.36	87,724.26	42.1751
			E	3,542.72	7,675.89	92,110.72	44.2840
5421	Laboratory Technician I	TEAMSTERS	A	2,467.86	5,347.03	64,164.36	30.8483
			B	2,591.23	5,614.33	67,371.98	32.3904
			C	2,720.82	5,895.11	70,741.32	34.0103
			D	2,856.85	6,189.84	74,278.10	35.7106
			E	2,999.68	6,499.31	77,991.68	37.4960
5422	Laboratory Technician II	TEAMSTERS	A	2,579.16	5,588.18	67,058.16	32.2395
			B	2,708.12	5,867.59	70,411.12	33.8515
			C	2,843.53	6,160.98	73,931.78	35.5441
			D	2,985.70	6,469.02	77,628.20	37.3213
			E	3,134.98	6,792.46	81,509.48	39.1873
3508	Landscape Architect*	TMMBU	A	3,968.44	8,598.29	103,179.44	49.6055
			B	4,166.85	9,028.18	108,338.10	52.0856
			C	4,375.19	9,479.58	113,754.94	54.6899
			D	4,593.95	9,953.56	119,442.70	57.4244
			E	4,823.67	10,451.29	125,415.42	60.2959
4109	Legal Secretary	CONF	A	2,946.50	6,384.08	76,609.00	36.8313
			B	3,093.82	6,703.28	80,439.32	38.6728
			C	3,248.52	7,038.46	84,461.52	40.6065
			D	3,410.95	7,390.39	88,684.70	42.6369
			E	3,581.50	7,759.92	93,119.00	44.7688
9636	Lifeguard	LS	A				15.0000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9303	Maintenance Aide	LS	A				17.4500
			B				18.3200
			C				19.2300
			D				20.1900
			E				21.2000
5301	Maintenance Worker I	TEAMSTERS	A	1,839.58	3,985.76	47,829.08	22.9948
			B	1,931.57	4,185.07	50,220.82	24.1446
			C	2,028.14	4,394.30	52,731.64	25.3518
			D	2,129.55	4,614.03	55,368.30	26.6194
			E	2,236.03	4,844.73	58,136.78	27.9504
5303	Maintenance Worker II	TEAMSTERS	A	2,336.62	5,062.68	60,752.12	29.2078
			B	2,453.45	5,315.81	63,789.70	30.6681
			C	2,576.11	5,581.57	66,978.86	32.2014
			D	2,704.91	5,860.64	70,327.66	33.8114
			E	2,840.15	6,153.66	73,843.90	35.5019

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3151	Management Analyst I*	TMMBU	A	3,137.18	6,797.22	81,566.68	39.2148
			B	3,294.03	7,137.07	85,644.78	41.1754
			C	3,458.74	7,493.94	89,927.24	43.2343
			D	3,631.67	7,868.62	94,423.42	45.3959
			E	3,813.26	8,262.06	99,144.76	47.6658
3152	Management Analyst II*	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144
4463	Marketing Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
1101	Mayor*			478.15	1,036.00	12,432.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,097.74	6,711.77	80,541.24	38.7218
			B	3,252.64	7,047.39	84,568.64	40.6580
			C	3,415.26	7,399.73	88,796.76	42.6908
			D	3,586.03	7,769.73	93,236.78	44.8254
			E	3,765.34	8,158.24	97,898.84	47.0668
5531	Meter Reader	TEAMSTERS	A	1,593.97	3,453.60	41,443.22	19.9246
			B	1,673.66	3,626.26	43,515.16	20.9208
			C	1,757.34	3,807.57	45,690.84	21.9668
			D	1,845.20	3,997.93	47,975.20	23.0650
			E	1,937.47	4,197.85	50,374.22	24.2184
4212	Multimedia Communications Assistant	TTSSEA	A	2,166.98	4,695.12	56,341.48	27.0873
			B	2,275.31	4,929.84	59,158.06	28.4414
			C	2,389.09	5,176.36	62,116.34	29.8636
			D	2,508.53	5,435.15	65,221.78	31.3566
			E	2,633.95	5,706.89	68,482.70	32.9244
4210	Multimedia Communications Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
4105	Office Assistant	TTSSEA	A	1,774.36	3,844.45	46,133.36	22.1795
			B	1,863.06	4,036.63	48,439.56	23.2883
			C	1,956.23	4,238.50	50,861.98	24.4529
			D	2,054.05	4,450.44	53,405.30	25.6756
			E	2,156.75	4,672.96	56,075.50	26.9594
1107	Parks 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
3509	Parks Planning & Development Manager*	TMMBU	A	3,968.44	8,598.29	103,179.44	49.6055
			B	4,166.85	9,028.18	108,338.10	52.0856
			C	4,375.19	9,479.58	113,754.94	54.6899
			D	4,593.95	9,953.56	119,442.70	57.4244
			E	4,823.67	10,451.29	125,415.42	60.2959
3507	Parks Project Coordinator*	TMMBU	A	3,450.31	7,475.67	89,708.06	43.1289
			B	3,622.83	7,849.47	94,193.58	45.2854
			C	3,803.98	8,241.96	98,903.48	47.5498
			D	3,994.18	8,654.06	103,848.68	49.9273
			E	4,193.88	9,086.74	109,040.88	52.4235
3306	Plan Check Engineer*	TMMBU	A	4,831.29	10,467.80	125,613.54	60.3911
			B	5,072.85	10,991.18	131,894.10	63.4106
			C	5,326.50	11,540.75	138,489.00	66.5813
			D	5,592.83	12,117.80	145,413.58	69.9104
			E	5,872.47	12,723.69	152,684.22	73.4059
5214	Plan Examiner I	TEAMSTERS	A	3,322.07	7,197.82	86,373.82	41.5259
			B	3,488.21	7,557.79	90,693.46	43.6026
			C	3,662.61	7,935.66	95,227.86	45.7826
			D	3,845.72	8,332.39	99,988.72	48.0715
			E	4,038.03	8,749.07	104,988.78	50.4754
5215	Plan Examiner II	TEAMSTERS	A	3,496.92	7,576.66	90,919.92	43.7115
			B	3,671.80	7,955.57	95,466.80	45.8975
			C	3,855.37	8,353.30	100,239.62	48.1921
			D	4,048.13	8,770.95	105,251.38	50.6016
			E	4,250.56	9,209.55	110,514.56	53.1320
1106	Planning Commissioner	Stipend of \$50.00 per meeting					
4506	Planning Technician	TTSSEA	A	2,676.79	5,799.71	69,596.54	33.4599
			B	2,810.65	6,089.74	73,076.90	35.1331
			C	2,951.17	6,394.20	76,730.42	36.8896
			D	3,098.74	6,713.94	80,567.24	38.7343
			E	3,253.69	7,049.66	84,595.94	40.6711
6212	Police Captain*	TPMA	A	6,080.69	13,174.83	158,097.94	76.0086
			B	6,384.73	13,833.58	166,002.98	79.8091
			C	6,703.95	14,525.23	174,302.70	83.7994
			D	7,039.15	15,251.49	183,017.90	87.9894
			E	7,391.15	16,014.16	192,169.90	92.3894
1513	Police Chief*	DH	Min	7,818.77	16,940.67	203,288.08	97.7346
			Max	9,503.80	20,591.57	247,098.82	118.7975
4603	Police Community Relations Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
6103	Police Corporal	TPOA	A	3,864.76	8,373.65	100,483.76	48.3095
			B	4,058.01	8,792.36	105,508.26	50.7251
			C	4,260.91	9,231.97	110,783.66	53.2614
			D	4,473.97	9,693.60	116,323.22	55.9246
			E	4,697.67	10,178.29	122,139.42	58.7209
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
9501	Police Intern/Parking Enforcement Officer	LS	A				19.5000
			B				20.4800
			C				21.5000
			D				22.5700
			E				23.7000
6211	Police Lieutenant*	TPMA	A	5,262.69	11,402.50	136,829.94	65.7836
			B	5,525.82	11,972.61	143,671.32	69.0728
			C	5,802.12	12,571.26	150,855.12	72.5265
			D	6,092.22	13,199.81	158,397.72	76.1528
			E	6,396.83	13,859.80	166,317.58	79.9604
6102	Police Officer	TPOA	A	3,513.42	7,612.41	91,348.92	43.9178
			B	3,689.09	7,993.03	95,916.34	46.1136
			C	3,873.55	8,392.69	100,712.30	48.4194
			D	4,067.25	8,812.38	105,748.50	50.8406
			E	4,270.61	9,252.99	111,035.86	53.3826
9517	Police Range Master	LS	A				31.1700
			B				32.7300
			C				34.3600
			D				36.0800
			E				37.8800
4103	Police Records Assistant I	TTSSEA	A	2,199.60	4,765.80	57,189.60	27.4950
			B	2,309.59	5,004.11	60,049.34	28.8699
			C	2,425.08	5,254.34	63,052.08	30.3135
			D	2,546.31	5,517.01	66,204.06	31.8289
			E	2,673.63	5,792.87	69,514.38	33.4204
4104	Police Records Assistant II	TTSSEA	A	2,309.56	5,004.05	60,048.56	28.8695
			B	2,425.06	5,254.30	63,051.56	30.3133
			C	2,546.28	5,516.94	66,203.28	31.8285
			D	2,673.60	5,792.80	69,513.60	33.4200
			E	2,807.29	6,082.46	72,989.54	35.0911
3626	Police Records Supervisor*	TMMBU	A	3,152.78	6,831.02	81,972.28	39.4098
			B	3,310.43	7,172.60	86,071.18	41.3804
			C	3,475.94	7,531.20	90,374.44	43.4493
			D	3,649.75	7,907.79	94,893.50	45.6219
			E	3,832.22	8,303.14	99,637.72	47.9028
9551	Police Reserve	LS	A				40.5500

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
6105	Police Sergeant	TPOA	A	4,233.88	9,173.41	110,080.88	52.9235
			B	4,445.59	9,632.11	115,585.34	55.5699
			C	4,667.88	10,113.74	121,364.88	58.3485
			D	4,901.27	10,619.42	127,433.02	61.2659
			E	5,146.33	11,150.38	133,804.58	64.3291
2712	Police Support Operations Manager*	CONF	A	5,599.57	12,132.40	145,588.82	69.9946
			B	5,879.56	12,739.05	152,868.56	73.4945
			C	6,173.52	13,375.96	160,511.52	77.1690
			D	6,482.19	14,044.75	168,536.94	81.0274
			E	6,806.31	14,747.01	176,964.06	85.0789
4701	Police Support Services Technician	TTSSEA	A	2,676.79	5,799.71	69,596.54	33.4599
			B	2,810.65	6,089.74	73,076.90	35.1331
			C	2,951.17	6,394.20	76,730.42	36.8896
			D	3,098.74	6,713.94	80,567.24	38.7343
			E	3,253.69	7,049.66	84,595.94	40.6711
6101	Police Trainee (Non-Sworn)	TPOA	A	3,055.05	6,619.28	79,431.30	38.1881
9638	Pool Manager	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6700
			E				25.9000
9533	Professional Standards Officer	LS	A				51.9500
			B				54.5500
			C				57.2800
			D				60.1400
			E				63.1500
9110	Program Assistant	LS	Min				15.0000
			Max				25.8200
9231	Project Specialist I	LS	Min				15.0000
			Max				50.0100
9232	Project Specialist II	LS	Min				50.0200
			Max				140.9900
5518	Property and Evidence Technician	TEAMSTERS	A	2,372.18	5,139.72	61,676.68	29.6523
			B	2,490.78	5,396.69	64,760.28	31.1348
			C	2,615.33	5,666.55	67,998.58	32.6916
			D	2,746.10	5,949.88	71,398.60	34.3263
			E	2,883.39	6,247.35	74,968.14	36.0424
2585	Public Information Officer*	CONF	A	3,697.13	8,010.45	96,125.38	46.2141
			B	3,881.99	8,410.98	100,931.74	48.5249
			C	4,076.08	8,831.51	105,978.08	50.9510
			D	4,279.90	9,273.12	111,277.40	53.4988
			E	4,493.90	9,736.78	116,841.40	56.1738

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,345.82	7,249.28	86,991.32	41.8228
			B	3,513.10	7,611.72	91,340.60	43.9138
			C	3,688.77	7,992.34	95,908.02	46.1096
			D	3,873.20	8,391.93	100,703.20	48.4150
			E	4,066.87	8,811.55	105,738.62	50.8359
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,740.56	5,937.88	71,254.56	34.2570
			B	2,877.57	6,234.74	74,816.82	35.9696
			C	3,021.45	6,546.48	78,557.70	37.7681
			D	3,172.52	6,873.79	82,485.52	39.6565
			E	3,331.17	7,217.54	86,610.42	41.6396
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,006.61	6,514.32	78,171.86	37.5826
			B	3,156.93	6,840.02	82,080.18	39.4616
			C	3,314.79	7,182.05	86,184.54	41.4349
			D	3,480.52	7,541.13	90,493.52	43.5065
			E	3,654.55	7,918.19	95,018.30	45.6819
9512	Public Safety Dispatcher II - Per Diem	LS	A				33.1100
			B				34.7700
			C				36.5100
			D				38.3300
			E				40.2500
3401	Public Works Superintendent*	TMMBU	A	4,169.06	9,032.96	108,395.56	52.1133
			B	4,377.52	9,484.63	113,815.52	54.7190
			C	4,596.40	9,958.87	119,506.40	57.4550
			D	4,826.22	10,456.81	125,481.72	60.3278
			E	5,067.52	10,979.63	131,755.52	63.3440
3405	Public Works Supervisor*	TMMBU	A	3,473.74	7,526.44	90,317.24	43.4218
			B	3,647.41	7,902.72	94,832.66	45.5926
			C	3,829.78	8,297.86	99,574.28	47.8723
			D	4,021.26	8,712.73	104,552.76	50.2658
			E	4,222.32	9,148.36	109,780.32	52.7790
3214	Real Property Agent*	TMMBU	A	3,450.31	7,475.67	89,708.06	43.1289
			B	3,622.83	7,849.47	94,193.58	45.2854
			C	3,803.98	8,241.96	98,903.48	47.5498
			D	3,994.18	8,654.06	103,848.68	49.9273
			E	4,193.88	9,086.74	109,040.88	52.4235
9631	Recreation Leader I	LS	A				15.0000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9632	Recreation Leader II	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9633	Recreation Leader III	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6900
			E				25.9000
4401	Recreation Program Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
3513	Recreation Services Manager*	TMMBU	A	4,104.66	8,893.43	106,721.16	51.3083
			B	4,309.91	9,338.14	112,057.66	53.8739
			C	4,525.40	9,805.03	117,660.40	56.5675
			D	4,751.68	10,295.31	123,543.68	59.3960
			E	4,989.26	10,810.06	129,720.76	62.3658
3505	Recreation Services Supervisor*	TMMBU	A	3,731.53	8,084.98	97,019.78	46.6441
			B	3,918.11	8,489.24	101,870.86	48.9764
			C	4,114.02	8,913.71	106,964.52	51.4253
			D	4,319.71	9,359.37	112,312.46	53.9964
			E	4,535.69	9,827.33	117,927.94	56.6961
9626	Recreation Specialized Instructor	LS	Min Max				15.0000 53.2100
4113	Senior Account Clerk	TTSSEA	A	2,399.11	5,198.07	62,376.86	29.9889
			B	2,519.06	5,457.96	65,495.56	31.4883
			C	2,645.02	5,730.88	68,770.52	33.0628
			D	2,777.28	6,017.44	72,209.28	34.7160
			E	2,916.13	6,318.28	75,819.38	36.4516
3105	Senior Accountant*	TMMBU	A	3,877.74	8,401.77	100,821.24	48.4718
			B	4,071.64	8,821.89	105,862.64	50.8955
			C	4,275.22	9,262.98	111,155.72	53.4403
			D	4,488.99	9,726.15	116,713.74	56.1124
			E	4,713.44	10,212.45	122,549.44	58.9180
4202	Senior Accounting Technician	TTSSEA	A	3,110.93	6,740.35	80,884.18	38.8866
			B	3,266.48	7,077.37	84,928.48	40.8310
			C	3,429.82	7,431.28	89,175.32	42.8728
			D	3,601.31	7,802.84	93,634.06	45.0164
			E	3,781.39	8,193.01	98,316.14	47.2674
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,637.49	5,714.56	68,574.74	32.9686
			B	2,769.35	6,000.26	72,003.10	34.6169
			C	2,907.81	6,300.26	75,603.06	36.3476
			D	3,053.22	6,615.31	79,383.72	38.1653
			E	3,205.90	6,946.12	83,353.40	40.0738
3304	Senior Civil Engineer*	TMMBU	A	4,831.42	10,468.08	125,616.92	60.3928
			B	5,072.99	10,991.48	131,897.74	63.4124
			C	5,326.65	11,541.08	138,492.90	66.5831
			D	5,592.98	12,118.12	145,417.48	69.9123
			E	5,872.63	12,724.03	152,688.38	73.4079

City of Tracy
Master Salary Schedule

Effective 10/18/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5315	Senior Equipment Mechanic	TEAMSTERS	A	2,755.51	5,970.27	71,643.26	34.4439
			B	2,893.27	6,268.75	75,225.02	36.1659
			C	3,037.94	6,582.20	78,986.44	37.9743
			D	3,189.83	6,911.30	82,935.58	39.8729
			E	3,349.32	7,256.86	87,082.32	41.8665
4208	Senior Information Systems Technician	TTSSEA	A	3,212.47	6,960.35	83,524.22	40.1559
			B	3,373.10	7,308.38	87,700.60	42.1638
			C	3,541.76	7,673.81	92,085.76	44.2720
			D	3,718.85	8,057.51	96,690.10	46.4856
			E	3,904.78	8,460.36	101,524.28	48.8098
9637	Senior Lifeguard	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
5305	Senior Maintenance Worker	TEAMSTERS	A	2,572.37	5,573.47	66,881.62	32.1546
			B	2,700.97	5,852.10	70,225.22	33.7621
			C	2,836.02	6,144.71	73,736.52	35.4503
			D	2,977.83	6,451.97	77,423.58	37.2229
			E	3,126.71	6,774.54	81,294.46	39.0839
3203	Senior Planner*	TMMBU	A	4,141.65	8,973.58	107,682.90	51.7706
			B	4,348.73	9,422.25	113,066.98	54.3591
			C	4,566.18	9,893.39	118,720.68	57.0773
			D	4,794.49	10,388.06	124,656.74	59.9311
			E	5,034.21	10,907.46	130,889.46	62.9276
4410	Senior Police Records Assistant	TTSSEA	A	2,540.52	5,504.46	66,053.52	31.7565
			B	2,667.57	5,779.74	69,356.82	33.3446
			C	2,800.91	6,068.64	72,823.66	35.0114
			D	2,940.96	6,372.08	76,464.96	36.7620
			E	3,088.01	6,690.69	80,288.26	38.6001
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2609.39	5653.68	67844.14	32.6174
			B	2739.86	5936.36	71236.36	34.2483
			C	2876.86	6233.20	74798.36	35.9608
			D	3020.70	6544.85	78538.20	37.7588
			E	3171.73	6872.08	82464.98	39.6466
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,156.93	6,840.02	82,080.18	39.4616
			B	3,314.79	7,182.05	86,184.54	41.4349
			C	3,480.52	7,541.13	90,493.52	43.5065
			D	3,654.55	7,918.19	95,018.30	45.6819
			E	3,837.30	8,314.15	99,769.80	47.9663
5356	Senior Utilities Worker	TEAMSTERS	A	2,701.47	5,853.19	70,238.22	33.7684
			B	2,836.42	6,145.58	73,746.92	35.4553
			C	2,978.16	6,452.68	77,432.16	37.2270
			D	3,127.53	6,776.32	81,315.78	39.0941
			E	3,282.85	7,112.84	85,354.10	41.0356

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3343	Supervising Building Inspector*	TMMBU	A	3,968.44	8,598.29	103,179.44	49.6055
			B	4,166.85	9,028.18	108,338.10	52.0856
			C	4,375.19	9,479.58	113,754.94	54.6899
			D	4,593.95	9,953.56	119,442.70	57.4244
			E	4,823.67	10,451.29	125,415.42	60.2959
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	3,865.09	8,374.36	100,492.34	48.3136
			B	4,058.34	8,793.07	105,516.84	50.7293
			C	4,261.26	9,232.73	110,792.76	53.2658
			D	4,474.31	9,694.34	116,332.06	55.9289
			E	4,698.03	10,179.07	122,148.78	58.7254
3117	System Administrator*	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144
9361	Theatre Technician	LS	A				29.7100
			B				31.1900
			C				32.7500
			D				34.3900
			E				36.1100
4420	Transit Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
3515	Transit Manager*	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
1109	Transportation Commissioner	Stipend of \$50.00 per meeting					
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,169.06	9,032.96	108,395.56	52.1133
			B	4,377.52	9,484.63	113,815.52	54.7190
			C	4,596.40	9,958.87	119,506.40	57.4550
			D	4,826.22	10,456.81	125,481.72	60.3278
			E	5,067.52	10,979.63	131,755.52	63.3440
5350	Utilities Worker I	TEAMSTERS	A	1,930.84	4,183.49	50,201.84	24.1355
			B	2,027.60	4,393.13	52,717.60	25.3450
			C	2,128.59	4,611.95	55,343.34	26.6074
			D	2,235.53	4,843.65	58,123.78	27.9441
			E	2,348.41	5,088.22	61,058.66	29.3551
5353	Utilities Worker II	TEAMSTERS	A	2,452.80	5,314.40	63,772.80	30.6600
			B	2,575.87	5,581.05	66,972.62	32.1984
			C	2,704.02	5,858.71	70,304.52	33.8003
			D	2,839.81	6,152.92	73,835.06	35.4976
			E	2,981.55	6,460.03	77,520.30	37.2694

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,247.72	9,203.39	110,440.72	53.0965
			B	4,460.09	9,663.53	115,962.34	55.7511
			C	4,683.10	10,146.72	121,760.60	58.5388
			D	4,917.25	10,654.04	127,848.50	61.4656
			E	5,163.11	11,186.74	134,240.86	64.5389
3423	Utility Maintenance Superintendent*	TMMBU	A	4,326.34	9,373.74	112,484.84	54.0793
			B	4,542.65	9,842.41	118,108.90	56.7831
			C	4,769.78	10,334.52	124,014.28	59.6223
			D	5,008.27	10,851.25	130,215.02	62.6034
			E	5,258.68	11,393.81	136,725.68	65.7335
3410	Utility Maintenance Supervisor*	TMMBU	A	3,605.27	7,811.42	93,737.02	45.0659
			B	3,785.54	8,202.00	98,424.04	47.3193
			C	3,974.81	8,612.09	103,345.06	49.6851
			D	4,173.56	9,042.71	108,512.56	52.1695
			E	4,382.24	9,494.85	113,938.24	54.7780
5411	Utility Mechanic I	TEAMSTERS	A	2,889.68	6,260.97	75,131.68	36.1210
			B	3,034.16	6,574.01	78,888.16	37.9270
			C	3,185.86	6,902.70	82,832.36	39.8233
			D	3,345.16	7,247.85	86,974.16	41.8145
			E	3,512.41	7,610.22	91,322.66	43.9051
5412	Utility Mechanic II	TEAMSTERS	A	2,961.90	6,417.45	77,009.40	37.0238
			B	3,110.00	6,738.33	80,860.00	38.8750
			C	3,265.50	7,075.25	84,903.00	40.8188
			D	3,428.77	7,429.00	89,148.02	42.8596
			E	3,600.21	7,800.46	93,605.46	45.0026
5404	Utility Operator	TEAMSTERS	A	3,463.00	7,503.17	90,038.00	43.2875
			B	3,636.12	7,878.26	94,539.12	45.4515
			C	3,817.94	8,272.20	99,266.44	47.7243
			D	4,008.84	8,685.82	104,229.84	50.1105
			E	4,209.28	9,120.11	109,441.28	52.6160
3422	Wastewater Operations Superintendent*	TMMBU	A	4,326.34	9,373.74	112,484.84	54.0793
			B	4,542.65	9,842.41	118,108.90	56.7831
			C	4,769.78	10,334.52	124,014.28	59.6223
			D	5,008.27	10,851.25	130,215.02	62.6034
			E	5,258.68	11,393.81	136,725.68	65.7335
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,738.70	5,933.85	71,206.20	34.2338
			B	2,875.62	6,230.51	74,766.12	35.9453
			C	3,019.40	6,542.03	78,504.40	37.7425
			D	3,170.38	6,869.16	82,429.88	39.6298
			E	3,328.91	7,212.64	86,551.66	41.6114
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	2,882.85	6,246.18	74,954.10	36.0356
			B	3,026.96	6,558.41	78,700.96	37.8370
			C	3,178.32	6,886.36	82,636.32	39.7290
			D	3,337.25	7,230.71	86,768.50	41.7156
			E	3,504.12	7,592.26	91,107.12	43.8015

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,034.58	6,574.92	78,899.08	37.9323
			B	3,186.27	6,903.59	82,843.02	39.8284
			C	3,345.60	7,248.80	86,985.60	41.8200
			D	3,512.90	7,611.28	91,335.40	43.9113
			E	3,688.54	7,991.84	95,902.04	46.1068
3421	Water Operations Superintendent*	TMMBU	A	4,247.72	9,203.39	110,440.72	53.0965
			B	4,460.09	9,663.53	115,962.34	55.7511
			C	4,683.10	10,146.72	121,760.60	58.5388
			D	4,917.25	10,654.04	127,848.50	61.4656
			E	5,163.11	11,186.74	134,240.86	64.5389
9351	Water Patrol Aide	LS	A				17.7000
			B				18.5900
			C				19.5100
			D				20.4900
			E				21.5100
3415	Water Resources and Compliance Manage	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
5401	Water Treatment Plant Operator I	TEAMSTERS	A	2,917.87	6,322.05	75,864.62	36.4734
			B	3,063.77	6,638.17	79,658.02	38.2971
			C	3,216.96	6,970.08	83,640.96	40.2120
			D	3,377.80	7,318.57	87,822.80	42.2225
			E	3,546.68	7,684.47	92,213.68	44.3335
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,071.44	6,654.79	79,857.44	38.3930
			B	3,225.02	6,987.54	83,850.52	40.3128
			C	3,386.28	7,336.94	88,043.28	42.3285
			D	3,555.58	7,703.76	92,445.08	44.4448
			E	3,733.36	8,088.95	97,067.36	46.6670
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,233.10	7,005.05	84,060.60	40.4138
			B	3,394.76	7,355.31	88,263.76	42.4345
			C	3,564.50	7,723.08	92,677.00	44.5563
			D	3,742.72	8,109.23	97,310.72	46.7840
			E	3,929.85	8,514.68	102,176.10	49.1231



October 2022
 FLSA: Exempt
 CLASS CODE: XXXX
 BARGAINING UNIT: DEPT. HEAD

CHIEF INNOVATION OFFICER

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Innovation and Technology Department, including but not limited to information systems infrastructure, network administration, Geographic Information System (GIS) program, telecommunication systems, the City's cable television channel and smart city initiatives; directs and administers the information technology support operations and activities of the City, which include installation, maintenance, and upgrade of all network, GIS, telecommunications, and computer infrastructure; serves as the chief architect for all City technology services; 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 in areas of expertise; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from assigned supervisory or management staff. Exercises general direction and supervision over 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 Innovation and Technology Department, including short- and long-term planning, development and administration of departmental policies, procedures, and services. This class provides assistance to the Assistant City Manager in a variety of administrative, coordinative, analytical, and liaison capacities. The position serves as the chief architect for all City technology services and collaborates with external partners to expand citywide service delivery including new and innovative technology. Successful performance of the work requires knowledge of public policy and municipal functions and activities, including the role of the 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 including developing the technology infrastructure and capabilities to provide a reliable, agile, and secure digital environment including municipal connectivity throughout the City. 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 Information Technology Department programs, services, and activities, including information systems infrastructure, network administration, Geographic Information System (GIS) program, telecommunication systems, the City's cable access channel and smart city initiatives; directs the development and execution of a City-wide disaster recovery, security compliance, and business continuity plan; aligns the technology vision and

- leadership with the business strategy by integrating City processes with appropriate technologies.
- 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; develops and leads strategic technology and operational governance processes.
 - Manages and participates in the development and administration of the department's annual budget; directs the forecast of additional funds needed for staffing, equipment, 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.
 - Oversees and manages the administration and maintenance of the City's information technology infrastructure; evaluates, selects, and approves City-wide computer purchases; develops long-term information systems strategies to plan for and control network upgrades and growth; evaluates and implements new technologies; and encourages innovation among technical staff in the utilization and implementation of ideas and techniques.
 - Develops and maintains an enterprise systems architecture, defining standards and protocols for data exchange, communications, software, and interconnection of City network information systems.
 - Updates and maintains the IT Master Plan; provides strategic advice on evaluation, selection, implementation, and maintenance of information systems, ensuring appropriate investment in operational systems.
 - Conducts a variety of technology-focused organizational and operational studies; recommends modifications to systems, policies, and procedures as appropriate.
 - 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; performs financial review of matters pertaining to the various committees, such as determining appropriate rates of City services.
 - Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of information technology and other services 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 by the Assistant City Manager.
 - Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
 - Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and supervision of staff, either directly or through subordinate levels of supervision.
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles and practices of information technology infrastructure and program management.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- 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:

- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Provide administrative and professional leadership and direction for the department and the City.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Plan, organize, direct, and coordinate the work of management, supervisory, professional, and technical personnel; delegate authority and responsibility.
- Select, train, motivate, and evaluate the work of staff and train staff in work procedures.
- 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 IT 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.

Chief Innovation Officer
Page 4 of 5

- Effectively represent the department and the City in meetings with individuals; governmental agencies; community groups; various business, professional, and regulatory organizations.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree in computer science, management information technology, or a related field and seven (7) years of management and/or administrative experience in municipal information technology.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various "insert agency type" 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 10 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and

are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a “Local Emergency” is declared during the employee’s shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a “Local Emergency” is declared outside of the employee’s shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

DRAFT

~~January 2021~~ October 2022

FLSA: Exempt

Class Code: 2585

Bargaining Unit: CEU



PUBLIC INFORMATION OFFICER

DEFINITION

Under administrative direction, plans, organizes, and provides direction and oversight for comprehensive public relations and communications programs for the City; plans, manages, implements, coordinates, and evaluates public information, community outreach, and media relations functions and activities; oversees Citywide strategic and ongoing communications, social media, ~~and~~ branding, ~~and the City's cable television channel~~; prepares press releases, fact sheets, stakeholder/community correspondence, quarterly publications, and newsletters; provides complex and responsible support to the ~~Assistant~~ City Manager in areas of expertise; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from assigned supervisory or management staff. Exercises general direction over ~~professional~~ assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, reviewing, and evaluating the day-to-day operations of the Public Information ~~division~~ function within the City Manager's Office. Responsibilities include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, manages, and oversees the daily functions, operations, and activities of the Public Information division, including outreach, customer service, public relations, and communications programs.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the division; recommends within division policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of division budget; determines funding needed for staffing, equipment, materials, and supplies; ensures compliance with budgeted funding.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative, and support systems, and internal reporting relationships; identifies opportunities and makes recommendations for improvement.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.

- Develops and implements comprehensive outreach and communication programs; schedules, coordinates, and facilitates news conferences, community meetings, and City events that promote the City's services, programs, and activities and to educate and inform the public and customers.
- ~~Oversees and manages the City's cable television channel;~~ eCollaborates with City departments, school districts, community groups, and other agencies to identify ~~filming~~ communication opportunities; utilizes the City's cable television channel and other media sources to disseminate information through community education projects; promotes public awareness campaigns and community relations' initiatives.
- Responds to media requests with information about City programs and services as well as unusual circumstances/situations of immediate public interest, including emergency information; prepares, edits and coordinates speeches, press releases, media tip sheets, brochures, flyers, pamphlets, newsletters, annual reports, articles, electronic media, and related communications.
- Oversees participation in community and special events; produces informational and promotional materials; supervises staff engaged in the production, development, publication, and broadcast of information to the public and the community; provides ongoing support and advice to City staff regarding communications to the public.
- Assists in the development and maintenance of the City's website and related social media; provides guidance and oversight to other City departments regarding website and online content.
- Provides training and technical support to staff on marketing, advertising, writing, publicity, and communication strategies and policies.
- Conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Serves as a liaison for assigned functions with other City departments, divisions, and outside agencies; provides staff support to commissions, committees, and task forces as necessary.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in public information and community outreach; researches emerging products and enhancements and their applicability to City needs.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Directs the establishment and maintenance of working and official division files.
- Ensures staff compliance with City and mandated safety rules, regulations, and protocols.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- 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.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Principles, practices, methods, and techniques of marketing, public information, media relations, and community relations programs.
- Current principles, techniques, and objectives of professional journalistic methods, including research, publication, and presentation.

- Best practices for social media and digital content.
- Strategic communication principles and practices.
- The requirements of various media used in publicity and promotions work, including video and written media; artwork layout and report format.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Recent and on-going developments, current literature, and sources of information related to the operations of the assigned division.
- Principles and practices of budget development and administration.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Provide administrative, management, and professional leadership for the division.
- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Plan, research, organize, coordinate, and implement a variety of public information, media, and community outreach activities and programs.
- Develop community relations and communications programs and strategies.
- Prepare and present information in various formats and for diverse audiences.
- Plan and conduct special events.
- Comprehend complex questions and give information rapidly, accurately, and tactfully.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with individuals; governmental agencies; community groups; various business, professional, and regulatory organizations.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- 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:

Public Information Officer
Page 4 of 4

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 business, public administration, public relations, journalism, mass communication, or related field and three (3) years of public relations or mass communications experience.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.



~~September 2021~~
October 2022FLSA:
 Non-Exempt CLASS
 CODE: 4210
 BARGAINING UNIT: TTSSEA

MULTIMEDIA COMMUNICATIONS COORDINATOR

DEFINITION

Under general supervision, the Multimedia Communications Coordinator will perform a variety of communication-related duties including; creative and technical video production projects, social media and website content creation and monitoring, engagement and marketing, messaging, photography and graphic design. ~~As a member of the Communications Division, the~~ The Multimedia Communications Coordinator helps the City achieve its communications goals and will work collaboratively with other City departments.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises technical and functional direction over and provides training to lower-level staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is a technical classification performing a wide variety of multimedia tasks and projects in support of ~~the Communications Citywide communications~~ Division. Incumbents perform of a variety of multimedia-related 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. This class is distinguished from other multimedia and assistant classes by the nature, scope, complexity, and diversity of responsibilities involved in the multimedia and communications functions. ~~This class is distinguished from the Public Information Officer in that the latter provides oversight and supervision of assigned staff.~~

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.

- Films Council, Commissions and Board meetings, as well as other events as assigned.
- Performs production tasks, including selecting site for shooting, checking site for power availability and accessibility, determining lighting requirements, transporting equipment to site, and setting up props.
- Operates a variety of video, audio and lighting equipment, monitors microphone sound levels during production and makes adjustments to ensure voice quality.
- Coordinates and performs photography for City-related events.
- Creates video, multimedia productions and content for web, broadcast and social media.
- Schedules maintenance and repair of AV equipment and materials; maintains a log of inventory and all repairs.
- Maintains and troubleshoots video, audio, and computer equipment used at the station, in the field, and City Hall.
- Coordinates multimedia-related functions; monitors and maintains ~~Division~~ supplies and inventory.

Multimedia Communications Coordinator
Page 2 of 3

- Assists with planning and coordination of various community relations activities.
- Assists ~~the PIO~~ with the creation and distribution of various City related content via social media, website, newsletter, TV broadcast, media releases, flyers/ brochures, advertisements.
- Assists ~~the Public Information Officer~~ with media, marketing, and crisis communication activities.
- Researches, prepares, and distributes information (including written content, graphic design, photos, and video) via social media, website, newsletters, Channel 26 and other communication channels.
- Trains part-time staff and/or volunteers on ~~Communications Division~~ procedures and systems.
- Responds to inquiries from internal and external customers regarding City activities and services ~~on behalf of the Communications Division~~.
- Performs general administrative tasks.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, methods, and techniques of video production, marketing, public information, media relations, and community engagement programs.
- Best practices for social media and digital content.
- Techniques for providing a high level of customer service by effectively interacting with the public, vendors, contractors, partner agencies and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar; proficient writing and editorial skills.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages, social media and websites) to conduct business functions, compile, and/or generate content.
- Record-keeping principles and procedures.

Ability to:

- Understand the role, organization and operations of the ~~Communications Division~~department to assume assigned responsibilities.
- Effectively use audio, video, computer and related electronic equipment to perform a variety of tasks.
- Assist with planning, researching, organizing and coordinating a variety of public information, media, and community outreach activities and programs.
- Respond to and effectively prioritize multiple requests for service.
- Maintain equipment in a clean, safe, and secure manner.
- Work productively and under limited supervision; work well independently and as a collaborative team member.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- 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.
- Work a flexible schedule that includes some evenings and weekends.

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 communications, journalism, television production, or a related field and two (2) years of progressively responsible work experience involving multimedia services, community relations, or related area. Video editing software experience is highly desirable. Public agency 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, video production studio, and/or control room and use standard office equipment and/or video production equipment, including a computer, camera, and to operate a motor vehicle to visit various filming locations; 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 50 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 also work in the field in order to shoot videos and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, chemicals, mechanical and/or electrical hazards, 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

This job requires working a flexible schedule including evenings and weekends as needed.

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.



~~September 2021~~
October 2022FLSA:
 Non-Exempt CLASS
 CODE: 4212
 BARGAINING UNIT: TTSSEA

MULTIMEDIA COMMUNICATIONS ASSISTANT

DEFINITION

Under general supervision, the Multimedia Communications Assistant will perform a variety of communication and administrative related duties including creative and technical video production projects, social media and website content creation and monitoring, engagement and marketing, messaging, photography and graphic design. ~~As a member of the Communications Division,~~ The Multimedia Communications Assistant helps the City achieve its communications goals and will work collaboratively with other City departments.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is a technical classification performing a wide variety of multimedia and administrative tasks and projects in support of ~~the Citywide Communications Division~~. Incumbents serve to assist in the performance of a variety of multimedia and administrative related 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. This class is distinguished from other media services and assistant classes by the nature, scope, complexity, and diversity of responsibilities involved in the multimedia and communications functions. This class is distinguished from the Multimedia Communications Coordinator in that the latter provides technical and functional direction over ~~lower level~~ lower-level staff.

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.

- Assists staff in creating video, multimedia productions and content for web, broadcast and social media.
- Assists with photographing City events and programs.
- Assists with coordination of multimedia-related functions; monitors and maintains ~~Division~~ supplies and inventory.
- Assists with planning and coordination of various community relations activities.
- Films Council, Commissions and Board meetings, as well as other events as assigned.
- Assists with the operation of a variety of video, audio and lighting equipment.
- Assists ~~the Public Information Officer~~ with media, marketing, and crisis communication activities.
- Researches, prepares, and distributes information (including written content, graphic design, photos, and video) via social media, website, newsletters, Channel 26 and other communication channels.
- Assists with training part-time staff and/or volunteers on ~~Communications Division~~ procedures and systems.
- Responds to inquiries from internal and external customers regarding City activities and services ~~on behalf of the Communications Division~~.

- Performs general administrative tasks.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, methods, and techniques of video production, marketing, public information, media relations, and community engagement programs.
- Best practices for social media and digital content.
- Techniques for providing a high level of customer service by effectively interacting with the public, vendors, contractors, partner agencies and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar; proficient writing and editorial skills.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages, social media and websites) to conduct business functions, compile, and/or generate content.
- Record-keeping principles and procedures.

Ability to:

- Understand the role, organization and operations of the [Communications Division](#) department to assume assigned responsibilities.
- Effectively use audio, video, computer and related electronic equipment to perform a variety of tasks.
- Assist with planning, researching, organizing and coordinating a variety of public information, media, and community outreach activities and programs.
- Respond to and effectively prioritize multiple requests for service.
- Maintain equipment in a clean, safe, and secure manner.
- Perform administrative support work with accuracy, speed, and minimal supervision.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- 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.
- Work a flexible schedule that includes some evenings and weekends.

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 (12th) grade supplemented by college-level coursework in Communications, Journalism, Television Production, or a related field and two (2) years of progressively responsible work experience involving multimedia services, community relations, or related area. Experience in a public agency is 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, video production studio, and/or control room and use standard office equipment and/or video production equipment, including a computer, camera, and to operate a motor vehicle to visit various filming locations; 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 50 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 also work in the field in order to shoot videos and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, chemicals, mechanical and/or electrical hazards, 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

This job requires working a flexible schedule including evenings and weekends as needed.

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.

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING 1) AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND MASTER SALARY SCHEDULE RELATING TO THE CHIEF INNOVATION OFFICER, PUBLIC INFORMATION OFFICER, MULTIMEDIA COMMUNICATIONS COORDINATOR AND MULTIMEDIA COMMUNICATIONS ASSISTANT, 2) REALLOCATION OF A VACANT PARKS PROJECT COORDINATOR TO A LANDSCAPE ARCHITECT, EFFECTIVE FISCAL YEAR 2022-23

WHEREAS, the City has established Classification and Compensation Plans and Master Salary Schedule detailing all job classifications and salary ranges; and

WHEREAS, periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications in order to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs; and

WHEREAS, the City has completed classification reviews to establish one (1) new class specification and salary range for Chief Innovation Officer; and

WHEREAS, due to the City's recent organizational changes, staff recommends the City Council amend the City's Classification and Compensation Plans and Master Salary Schedule effective October 18, 2022, to add the following new job classification:

- Chief Innovation Officer: \$14,878 - \$18,069 per month; and

WHEREAS, staff recommends to revise the class specifications for Public Information Officer, Multimedia Communications Coordinator and Multimedia Communications Assistant to reflect the transition of the City's cable access channel and its functions from the City Manager's Office to the Innovation and Technology Department; and

WHEREAS, the vacant Parks Project Coordinator was evaluated and due to the workload and expertise needed for several upcoming and ongoing projects, staff recommends reallocating the position to a Landscape Architect;

WHEREAS, the reallocation will allow this specialized professional classification to perform full range of landscape architecture assignments including design and development of plans, specifications and cost estimates for capital improvement projects;

WHEREAS, no salary adjustment is needed for the recommended reallocation; 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 Council approve a Master Salary Schedule reflecting the salaries of all personnel

WHEREAS, the City's Position Control Roster reflects the funded positions approved in the FY 2022-23 budget and may be amended by a resolution of the City Council; now therefore be it

RESOLVED: 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 Relating to the Chief Innovation Officer, Public Information Officer, Multimedia Communications Coordinator and Multimedia Communications Assistant, as more specifically described in this Resolution; and be it further

RESOLVED: That the City Council hereby authorizes reallocation of a vacant Parks Project Coordinator to a Landscape Architect, effective Fiscal Year 2022-23.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 18th day of October 2022 by the following vote:

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

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

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

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council (1) approve Amendment No. 1 to the Deferred Improvement Agreement between the City and Lennar Homes of California, LLC for Tracy Hills – KT, Tract 4037, to allow the Developer to receive Park Fee Credits pursuant to Tracy Municipal Code section 13.08.010 and (2) authorize the City Clerk to file Amendment No. 1 to the Deferred Improvement Agreement with the office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Lennar Homes of California, a limited liability corporation (Developer) has entered into a Deferred Improvement Agreement (DIA) (Attachment A) with the City, per Resolution No. 2021-152. Developer would like to receive neighborhood park fee credits for the parks they plan to build under the DIA, in compliance with Tracy Municipal Code (TMC) section 13.08.010, which allows a Developer to receive fee credits pursuant to a written agreement between the Developer and the City. The proposed amendment (Attachment B) to the DIA will detail the neighborhood park credits.

BACKGROUND AND LEGISLATIVE HISTORY

The Developer is the developer of the real property generally bordered by the California Aqueduct to the north, vacant land to the south, and Corral Hollow Road to the west (Property). Developer is under contract to purchase the Property from the owner, who has consented to Developer recording the DIA.

On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills KT Project (VTSM), pursuant to Resolution No. 2020-189. Approval of the VTSM was subject to specified conditions of approval (Conditions of Approval).

On October 19, 2021, Developer entered into a DIA pursuant to Resolution No. 2021-150, by which the Developer agreed to complete construction of all remaining public facilities which are required by the Conditions of Approval (collectively, Deferred Improvements). The DIA describes the Deferred Improvements and the times at which the completion of said improvements and other requirements are due.

The Developer requested to build their required neighborhood park acreage in lieu of paying the neighborhood park development impact fees. Therefore, the Developer is eligible to receive Neighborhood Park fee credits for the Neighborhood Park that they will build in accordance with the DIA.

ANALYSIS

The proposed amendment adds language to the DIA that allows the Developer to start receiving neighborhood park fee credits at the time the Amendment is executed and a bond is

posted. Developer has already delivered the corresponding bond to the City. The Amendment does not change any of the obligations or timing of the improvements specified in the Conditions of Approval and DIA. Additionally, subject to the TMC section 13.08.010, subsection (g), a Developer may receive fee credits, after having entered into a written agreement with the City. The DIA was approved by Council on October 19, 2021, under Resolution No. 2021-152.

FISCAL IMPACT

The Amendment has no impact on the General Fund. Developer will receive neighborhood park fee credits for the neighborhood parks they are building in lieu of paying neighborhood park development impact fees.

COORDINATION

The Engineering Division has consulted with the Parks Department, and they agree with the issuance of neighborhood park fee credits.

CEQA DETERMINATION

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.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council (1) approve Amendment No. 1 to the Deferred Improvement Agreement between the City and Lennar Homes of California, LLC for Tracy Hills – KT, Tract 4037, to allow the Developer to receive Park Fee Credits, pursuant to Tracy Municipal Code section 13.08.010, and (2) authorize the City Clerk to file Amendment No. 1 to the Deferred Improvement Agreement with the office of the San Joaquin County Recorder.

Prepared by: Veronica Child, Management Analyst II

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Director of Development Services
Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, Interim Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Deferred Improvement Agreement Tracy Hills – KT, Tract 4037

Attachment B – Amendment No. 1 to Deferred Improvement Agreement Tracy Hills – KT, Tract 4037

Doc #: 2021-198710
12/01/2021 02:24:46 PM
Page: 1 of 45 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 – KT, TRACT 4037**

This **DEFERRED IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("City"), and **LENNAR HOMES OF CALIFORNIA**, a California corporation ("Developer").

RECITALS

- A.** The Developer is the developer of the real property generally bordered by the California Aqueduct to the north, vacant land to the south, and Corral Hollow Road to the west (hereinafter, the "**Property**") and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Developer is under contract to purchase the Property from the owner, who is consenting to Developer recording this Agreement as evidenced below.
- B.** On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved related land use entitlements under Application Number TSM 16-001 and approved by Resolution 2016-065. On November 10, 2020, the City Council approved a Specific Plan Amendment processed under Application Number SPA20-008, and also approved a Vesting Tentative Subdivision Map processed under Application Number TSM20-0002 and approved by Resolution 2020-189 (the "**Tentative Subdivision Map**"). The Tentative Subdivision Map is on file with the City Clerk and is incorporated herein by this reference.
- C.** The approval of the Tentative Subdivision Map by the City Council was subject to specified conditions of approval ("**Conditions of Approval**"). The Conditions of Approval are attached hereto as Exhibit "B" and are incorporated herein by reference.

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS KT, TRACT 4037
Page 2 of 9**

- D. The Developer has applied to the City for approval of a final map based upon the approved Tentative Subdivision Map.
- E. Certain public improvements and other requirements of the Conditions of Approval will not be completed at the time the City Council acts on Developer's application for the final map. Therefore, Developer has agreed to execute this Agreement to ensure that the public improvements and other requirements which will not be completed when the City Council acts on Developer's final map application (collectively, the "***Deferred Improvements***") will be completed in accordance with the Conditions of Approval for the Tentative Subdivision Map. The Deferred Improvements are described in Exhibit "C", attached hereto and incorporated herein by this reference.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **CONTINUED APPLICABILITY OF CONDITIONS OF APPROVAL TO DEFERRED IMPROVEMENTS.** Except as expressly and specifically modified by this Agreement, all of the requirements of the Conditions of Approval shall continue to apply to the Deferred Improvements after City's approval of the final map and until satisfied to the reasonable satisfaction of the City. In the event of a conflict between the Conditions of Approval and this Agreement, with respect to a Deferred Improvement, the terms and conditions of this Agreement shall prevail.
2. **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. **OBLIGATIONS RUN WITH THE LAND.** All obligations and provisions of this Agreement shall run with the real property described in Exhibit "A" and shall bind the Developer and its respective successors and assigns, but shall be deemed released as to any lot conveyed to a homebuyer that will occupy the lot as its primary residence.
4. **NOTICES.**
 - 4.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective parties as follows:

CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS KT, TRACT 4037
Page 3 of 9

<u>To City</u>	<u>To Developer:</u>
City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org	Lennar Homes of California, Inc. 2603 Camino Ramon, Suite 525 San Ramon, CA 94583 Attn: Bridgit Koller bridgit.koller@lennar.com
<u>With a copy to:</u>	<u>With a copy to:</u>
City Attorney 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer attorney@cityoftracy.org	AG Essential Housing CA 1, LP c/o AGWIP Asset Management LLC 8585 Scottsdale, AZ 85255 Attn: Steven S. Benson, Manager steve.benson@agwipam.com

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

- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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.

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS KT, TRACT 4037
Page 4 of 9**

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]

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS KT, TRACT 4037
Page 5 of 9**

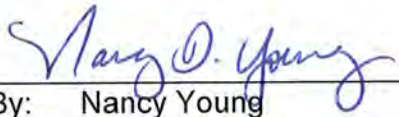
IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY

DEVELOPER:

CITY OF TRACY,
a municipal corporation

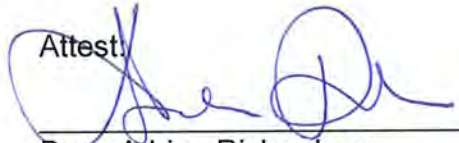
LENNAR HOMES OF CALIFORNIA, a
California corporation


By: Nancy Young
Title: MAYOR



By: Bridgit Koller
Title: VICE PRESIDENT,

Date: 11-3-2021

Date: 10/4/21

Attest:

By: Adrian Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:


By: Leticia Ramirez
Title: CITY ATTORNEY
Date: 11/1/2021

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

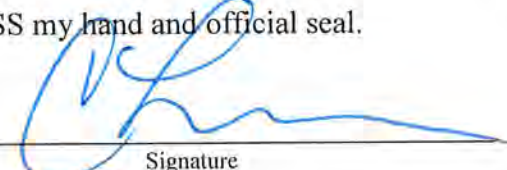
On November 16, 2021, before me, C. Leon, Notary Public
(here insert name and title of the officer)

personally appeared Bridgit Koller,

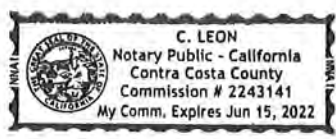
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



(SEAL)

CALIFORNIA ACKNOWLEDGMENT

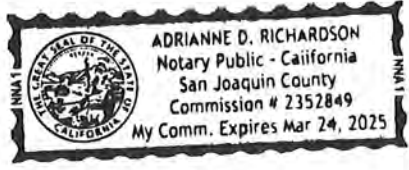
CIVIL CODE § 1189

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, Adrienne 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.



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.

Adrienne D. Richardson
Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Deferred Improvement Agreement - Tracy Hills - KT, Tract 4037 - Lennar Homes
Resolution 2021-152
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
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Mayor
Signer is Representing: City of Tracy

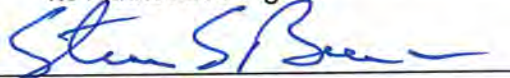
Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

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 KT, TRACT 4037

STATE OF ARIZONA}

COUNTY OF MARICOPA}

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Arizona, on this day personally appeared Steven S. Benson, Manager of AGWIP Asset Management, an Arizona limited liability company, Authorized Agent of AG Essential Housing CA 1, L.P., a Delaware limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that () he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

Given under my hand and seal of office this 19 day of November, 2021.

Jaime Marie Adams

Notary's Signature

Jaime Marie Adams

Name typed or printed

07/01/2025

Commission Expires

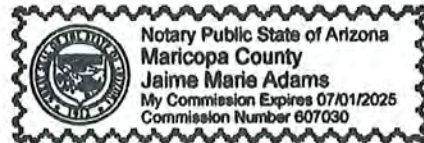


EXHIBIT A
(Property Description)

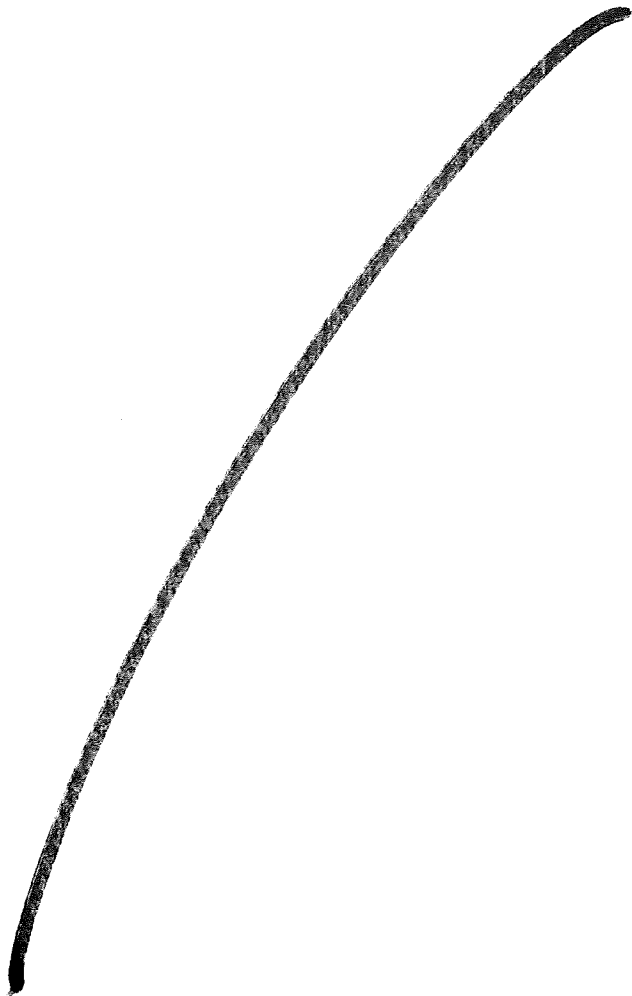


EXHIBIT "A"
Property Description

**DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS - KT, TRACT 4037**

All that real property situate in the City of Tracy, County of San Joaquin, State of California, described as follows:

Parcel A as shown on the Parcel Map recorded on June 5, 1981, in Book 10 of Parcel Maps, at Page 64, Official Records of San Joaquin County, and Parcel 3 as shown on the map of Tract No. 4013, recorded on November 30, 2020, in Book 43 of Maps and Plats, at Page 149, Official Records of San Joaquin County.

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS KT, TRACT 4037**

EXHIBIT B
(Conditions of Approval)

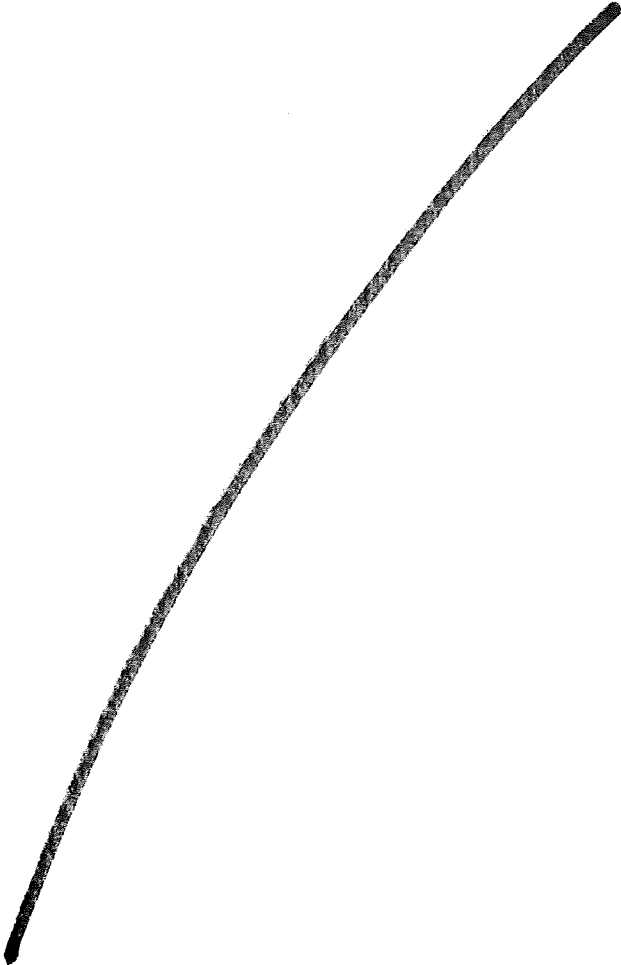


EXHIBIT "B"
Conditions of Approval

**Conditions of Approval for Tracy Hills KT Project
Vesting Tentative Subdivision Map
Application Number TSM20-0002
November 10, 2020**

Project: These Conditions of Approval shall apply to the Vesting Tentative Subdivision Map for Tracy Hills KT Project, Application Number TSM20-0002, including approximately 214 single-family residential lots, a linear park, a retention basin, an HOA recreation area, and two commercial parcels.

Property: The property consists of approximately 45.1 acres located in the Tracy Hills Specific Plan Area, east of Corral Hollow Road in the vicinity of Tracy Hills Drive, Application Number TSM20-0002.

Community Facilities Districts: Certain conditions of approval herein involve the establishment of or annexation into one or more Community Facilities Districts (CFDs) to implement the Project. The imposition of conditions requiring or involving the establishment of or annexation into CFDs on the Property shall not limit the City from establishing additional CFDs over the Property, subject to an affirmative vote of the Property owner(s).

A. Definitions; Abbreviations.

The definitions in the City's zoning regulations (Tracy Municipal Code, Title 10, Chapter 10.08) and subdivision ordinance (Tracy Municipal Code, Title 12, Chapter 12.08) apply, and in addition:

1. "Applicant" means any person, or other legal entity, defined as a "Subdivider" by Section 12.08.010 of the City of Tracy Municipal Code.
2. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director, to perform the duties set forth here. (The Development Services Director is also referred to in the Tracy Municipal Code as the Development and Engineering Services Director.)
3. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Hills Specific Plan, the Tracy Municipal Code, ordinances, resolutions, written policies, written procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
4. "Conditions of Approval" or "Conditions" means these conditions of approval.

The following abbreviations may be used in these Conditions:

EIR	Environmental Impact Report	PI&RA	Park Improvement and Reimbursement Agreement
DIA	Deferred Improvement Agreement	PUE	Public Utility Easement
OIA	Offsite Improvement Agreement	TMC	Tracy Municipal Code

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., “CEQA”), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., “CEQA Guidelines”).
2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.
3. Mitigation Measures. The Subdivider shall comply with all applicable mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016, and the Addendum to the EIR, which was prepared for the Tracy Hills KT Project consistent with the requirements of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164.
4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] (“Exactions”) and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.
5. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM20-0002), which was received by

the Development Services Department on September 18, 2020 and approved by the City Council on _____, 2020, unless modified by these Conditions.

6. Maintenance for Project Public Landscaping. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding for the ongoing costs related to public landscaping maintenance. Subdivider shall prepare public landscaping improvement plans and a public landscaping budget analysis (to be reviewed and approved by the City Public Works Director) to establish the scope of and cost estimates for public landscaping maintenance.

As used in these Conditions of Approval:

“Public landscaping maintenance costs” include but are not limited to all costs associated with the maintenance, operation, repair and replacement of public landscaping included in the Project. Labor costs shall be based upon and be paid at “prevailing wages,” as that term is used in Section 1771 of the California Labor Code.

“Public landscaping” includes but is not limited to the following public areas and public improvements within or adjacent to the Project: public walls, special public amenities, ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas. It does not include public streets and street sweeping, but may include street lights.

Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the entire Tracy Hills KT Project property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the City’s Finance Director:

- a. CFD or other funding mechanism. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall, at its expense, form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for the entire Project area for funding or performing the on-going maintenance of public landscaping. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the “deficit”), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall

deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

- b. HOA and dormant CFD. If the HOA is the chosen funding mechanism, the Subdivider must do the following:
- (1) Form a Homeowner's Association (HOA) or other maintenance association, with CC&Rs reasonably acceptable to the City, to assume the obligation for the on-going maintenance of all public landscaping areas within the entire tentative subdivision map area;
 - (2) Cause the HOA to enter into an agreement with the City, in a form to be approved by the City and to be recorded concurrently with the first Final Map, setting forth, among other things, the required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term maintenance by the HOA of all public landscape areas within the entire tentative subdivision map area;
 - (3) For each Final Map, make and submit to the City, in a form reasonably acceptable to the City, an irrevocable offer of dedication of all public landscape areas within the Final Map area;
 - (4) Before final inspection or occupancy of the first dwelling (except for up to ten model homes), annex into a CFD in a "dormant" capacity, to be triggered if the HOA fails (as determined by the City in its sole and exclusive discretion) to perform the required level of public landscape maintenance. The dormant tax or assessment shall be disclosed to all homebuyers and non-residential property owners, even during the dormant period.

Or

- c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.
7. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded

against the entire Tracy Hills KT Project property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the City's Finance Director:

- a. CFD. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), Subdivider shall, at its sole expense, form or annex into a Community Facilities District (CFD) for the entire Project area, for funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. If funds are needed to pay for such public landscaping maintenance costs before collection of the first Special Services Tax (the "deficit"), then before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Finance Director) the amount of the deficit;

Or

- b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to ten model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.
8. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that within 18 months following final inspection or occupancy of the first dwelling (except for up to ten model homes), the linear park shall be completed and accepted by the City.
 9. Schools. Before issuance of a building permit for each new dwelling, the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.
 10. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the City's Finance Director:
 - a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, to be signed by the Finance Director, which shall be recorded against the Property, which stipulates that prior to

issuance of a building permit (except for up to ten model homes), the Subdivider will form or annex into a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. The Subdivider shall be responsible for all costs associated with the formation or annexation proceedings. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment.

Or

- b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to issuance of a building permit (except for up to ten model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Public Works services and other City services to serve the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs in perpetuity as identified by the approved study.

If the provisions for adequate funding of the on-going operational costs of providing Police services, Public Works services and other City services are met prior to issuance of the first building permit for the project, subject to the Finance Director's review and approval, the terms of this condition shall be considered to have been met and this condition shall become null and void.

C. **Engineering Division Conditions of Approval**

C.1. General Conditions

- C.1.1. Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:
- a) *Tracy Hills Specific Plan*, approved by City Council by Resolution No. 2016-063, dated April 5, 2016, and any amendments thereto.
 - b) *Tracy Hills Specific Plan Recirculated Draft Subsequent Environmental Impact Report and Addendum to the Subsequent Environmental Impact Report dated February 2020 ("EIR")*
 - c) *Tracy Hills KT Update Traffic Study*, prepared by Kimley-Horn and Associates, dated September 9, 2020, and any updates or amendments thereto ("Traffic Study").

- d) *Tracy Hills KT Property Sanitary Sewer Study Technical Memorandum* prepared by Carollo, dated February 21, 2020 (“*Sanitary Sewer Study*”).
- e) *Tracy Hills Water Study Technical Memorandum* prepared by West Yost Associates, dated November 8, 2019 (“*Water Study*”).
- f) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated July 2019 and reviewed by Stormwater Consulting, Inc. as outlined in the memo dated January 6, 2020 (“*Storm Drainage Study*”).
- g) *Citywide Water System Master Plan* prepared by West Yost Associates, dated December 2012.
- h) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar (“*Corral Hollow Road Plan Line*”).
- i) *Any Finance Implementation Plan (“FIP”), as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills KT Property Vesting Tentative Subdivision Map, Application No. TSM20-0002.*
- j) *Amendment to the Tracy Hills Specific Plan for the KT Project, approved by City Council by Resolution No. 2020-____, dated _____, ____, 2020.*

C.1.2 Timing of Compliance: The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed, completed or under a City-approved agreement may be considered satisfied at the discretion of the City Engineer. For the purpose of these Conditions of Approval, Final Maps filed solely for financing purposes only, and no permits will be requested pursuant to such final map, then the requirements listed in these Conditions of Approval shall not apply to the final map for financing purposes only.

C.1.3 Revisions to the Vesting Tentative Subdivision Map (“VTSM”): The Subdivider shall incorporate revisions to comply with the recommendations and comments in the Traffic Study prior to approval of the VTSM.

C.2. Improvement Plans

C.2.1. General

The Subdivider shall complete Improvement Plans to comply with all applicable laws, including the City Regulations (defined above) and these Conditions of Approval. Improvement Plans shall contain the design, construction details and specifications of improvements that are required to serve the Project. The Improvement Plans shall be drawn on a 24" x 36" size 4-mil thick polyester film (mylar) and shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.

C.2.2. Site Grading

C.2.2.1 Erosion Control

Grading Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.2 Grading and Drainage Plans

Submit a Grading and Drainage Plan prepared by a Registered Civil Engineer and accompanied by the Project's Geo-technical /Soils Engineering report. The report shall provide recommendations regarding adequacy of the site relative to the stability of soils such as soil types and classification, percolation rate, soil bearing capacity, highest observed ground water elevation, and others.

C.2.2.3 When the grade differential between the Project site and the adjacent property(s) exceeds 12 inches, a reinforced or masonry block wall, engineered slope, or engineered retaining wall is required for retaining soil. The Subdivider shall submit Retaining Wall Plans that includes the construction detail(s) and structural calculations of the retaining wall or masonry wall for City's review and approval.

C.2.2.4 If an engineered slope is used to retain soil on adjacent property outside the Project boundary, a slope easement will be necessary from the adjacent property. The Subdivider shall obtain a slope easement from owner(s) of the adjacent and affected property(s) and show the slope easement on the Final Map.

C.2.2.5 If applicable, show existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent

agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

The City will not accept a grading permit application for the Project as complete until the Subdivider has provided all relevant documents related to the grading permit required by the City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer.

C.2.4. Storm Drainage

- C.2.4.1 Site grading shall be designed such that the Project's storm drainage overland release point will be directed to storm drainage easement or to public streets. If overland release is intended to be onto DWR property adjacent to the Project, Subdivider shall submit to the City documentation from DWR approving such discharge overland release onto DWR property as required by the City Engineer.
- C.2.4.2 All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. If applicable, interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.
- C.2.4.3 Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with Storm Drainage Study and City Regulations.
- C.2.4.4 Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

SWPPP's shall be implemented during project construction. In addition, the Project may implement stormwater control measures such as disconnected roof leaders, non-contiguous street sidewalks (providing landscape strips/parkways), tree planting in parkways and use of drought tolerant landscape with drip irrigation systems and "intelligent" controllers. Similarly, public education measures regarding the damaging

effects of pollutants to water quality may also be implemented.

C.2.4.5 All Storm Water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.

C.2.4.6 Storm drainage Retention Basin shall be contained within storm drainage parcels suitable for dedication to the City of Tracy. This basin shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes as approved by the City Engineer. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City Engineer.

C.2.4.7 Fixed vertical sediment depth markers shall be installed near discharge points into the Retention Basin to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.

C.2.5. Sanitary Sewer

C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.

C.2.5.2 The Subdivider shall design and construct the Sanitary Sewer Pump Station (SSPS) with sufficient capacity to service the Project per City Standards and Sanitary Sewer Study. This Pump Station shall be constructed on land to be dedicated by Subdivider, as approved and required by the City. Upon satisfactory completion of the SSPS improvements, as determined by City, the City will accept the land dedication and SSPS improvements for maintenance. Maintenance of the SSPS shall be included in the Community Facilities District (CFD) to be established for the Project.

C.2.5.3 No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until the improvements listed above are completed and functional, as determined by the City Engineer.

- C.2.5.4 Subdivider shall pay impact fees at the time of issuance of building permit. In addition, the Subdivider shall pre-pay impact fees for wastewater treatment for all remaining residential lots no later than one year after issuance of first building permit for production home.
- C.2.5.5 Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines (gravity or force mains). All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.
- C.2.5.6 Subdivider shall coordinate with Utilities Department and Public Works Department for determining the access, parking, security fencing, lighting and other related improvements at the Sanitary Sewer Pump Station. The requirements identified shall be incorporated into the design of the SSPS for review and approval by the City Engineer.
- C.2.5.7 Parcel "B" (Sanitary Sewer Lift Station) access road shall be paved with structural section per City standards adequate to support maintenance vehicles accessing the Retention basin and the SSPS.

C.2.6. Water Distribution System

- C.2.6.1 All potable water lines and associated improvements as identified in the Water Study (Water Line Improvements) shall be designed and installed per City Regulations.
- C.2.6.2 During the construction phases (vertical construction) of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.
- C.2.6.3 Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Marshal and the City Engineer, and obtain a letter from the Fire Marshal that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the Fire Marshal.
- C.2.6.4 Subdivider shall install Recycled Water mains in Street "D" required to serve the Project.

Initially, the 8-in Recycled Water Main will be connected to a potable water supply (with a stub in place to future recycled water) as approved by the City until the program backbone Recycled Water facilities are in place. Once the Recycled Water system network is online the 8-in Recycled Water distribution main will be disconnected from the Potable Water system and connected to the Recycled Water System as part of the Recycled Water Project by the City.

- C.2.6.5 Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to landscaping on all parcels to be owned by HOA and within HOA easements.
- C.2.6.6 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure-reducing valves at the location approved by the City Engineer. The design of the individual pressure reducing valves for services shall be subject to approval by the Building Official.
- C.2.6.7 Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the Fire Marshal. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the Fire Marshal for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.

C.2.7. Street Improvements

- C.2.7.1 Subdivider is required to design and construct on-site and frontage roadway improvements to serve the Project as identified in the Traffic Study and these Conditions of Approval. All improvements shall comply with City Regulations, and Tracy Hills Design Standards. Such improvements shall include, but are not limited to, roadways, water distribution system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval.

C.2.7.2 Corral Hollow Road Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26,

2012, pursuant to Resolution No. 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, and depicted Corral Hollow Road Plan Line.

The Corral Hollow Road Plan Line established the amount of right-of-way to be dedicated from the Project along Corral Hollow Road. The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road along the entire frontage of the Property on Corral Hollow Road. The dedication shall include additional right-of-way for turn lanes and transitions where applicable. If required, the Subdivider shall also dedicate right-of-way for construction of intersection improvements including traffic signal modifications at Tracy Hills Road / Corral Hollow Road for buildout requirements.

The Subdivider shall be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements. Temporary / interim improvements are not eligible for fee credits or reimbursements.

C.2.7.3 Abandonment of Right-of way on Corral Hollow Road

The Subdivider shall submit request to the City for vacation of existing Corral Hollow Road right-of-way and pay for all costs of processing of vacation of right-of-way and recordation of documents.

Potential impacts to access to adjacent parcels (Sellick APN 253-100-09) due to abandonment of Corral Hollow Road right-of-way (such as providing curb cut/ driveway on Street "D" or other improvements as deemed necessary by the City Engineer) shall be mitigated as approved by the City. All costs of such mitigations shall be paid for by the Subdivider.

C.2.7.4. Corral Hollow Road Improvements

The Subdivider shall design and construct the Corral Hollow Road Improvements in accordance with the Traffic Study, Corral Hollow Road Plan Line and City Regulations.

The improvements will include, but are not limited to, construction of asphalt concrete pavement, traffic signal modifications, pavement markings and striping, traffic signage, street lighting, roadway section construction and/or replacement, asphalt concrete overlay (where required), pavement transitions and other street and utilities

improvements that are required to serve the Project based on the phasing plan approved by the City Engineer.

Roadway design shall conform to STAA truck traffic requirements and Caltrans requirements.

C.2.7.5. Corral Hollow Road Improvements for Residential Units

Prior to issuance of final inspection or occupancy of Model Homes and residential units, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

Subdivider shall prepare improvement plans for Corral Hollow Road Improvements and obtain approval by the City Engineer before approval of the first Final Map within the Project.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: One left turn, one right turn and one through lane.
2. Northbound: One left turn, one right turn and one through lane.
3. Westbound: One left turn, one shared through and right turn lane. However, this layout may result in interim curb, signal and pedestrian crossing, which will be funded by the project as interim improvements. The developer must provide intersection layouts indicating this geometry for review. The layouts must show the ultimate layout as well.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

b. Corral Hollow Road/Street A (RIRO Driveway):

1. Northbound: One right turn lane to separate through traffic from right turning vehicles.
2. Provide a raised median on Corral Hollow Drive to prevent left turns in and out of the site.

3. Westbound: one right turn lane exiting the development.

C.2.7.6. Corral Hollow Road Improvements for Commercial Parcels

Prior to issuance of final occupancy of for any buildings on the Commercial parcels, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

a. Corral Hollow Road/Tracy Hills Drive/ Street D:

1. Southbound: Two left turns, one right turn, and one through lane.
2. Northbound: Two left turns, one right turn, and one through lane.
3. Westbound: One through, one left, and one right turn lane.
4. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
5. Signal timing: Modified signal timing plans for AM and PM and school midday.
6. Add signal poles and curb/sidewalk as required.

C.2.7.7. Fee Credits and/or reimbursements for eligible costs of improvements beyond Project's frontage obligation per the CRTMP, will be determined based on the improvement plans to be approved by the City Engineer. Interim improvements are not eligible for fee credits or reimbursements and are the sole responsibility of the Subdivider.

C.2.7.8. Pavement Repaving/ Overlay on Corral Hollow Road

Subdivided shall pay its fair share of \$50,000 towards the estimated cost of r repaving/ overlay from I-580 south right-of-way line to southerly City Limits as directed by the City Engineer.

C.2.7.9 In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the

necessary improvement security before approval of the first Final Map within the Project.

- C.2.7.10 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the CRMP including landscape improvements behind the curb) that are not constructed or security posted with OIA at the time of approval of the first Final Map, the Subdivider shall enter into a DIA with the City.

The Subdivider shall submit the signed and notarized DIA before approval of the first Final Map within the Project. The Subdivider shall post improvement security in the amounts and form in accordance with TMC section 12.36.080 at the times specified in the DIA.

C.2.7.11 Traffic Control Plan

Before starting any work within City's right-of-way on Corral Hollow Road, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California. Subdivider shall comply with Caltrans requirements and standards for any work conducted within Caltrans ROW.

- C.2.7.12 The Subdivider shall design and construct Corral Hollow Road Improvements to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (CHDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), the Applicable Law, and these Conditions of Approval.

- C.2.7.13 The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix. Subdivider shall comply with the applicable mitigation measures as outlined in the Traffic Study.

- C.2.7.14 As the properties north of the Project along Corral Hollow Road develop, City will install fiber-optic lines to connect signals on Corral Hollow Road. In the interim, at the time of installation of traffic signals at Corral Hollow Road / Tracy Hills Drive, the Subdivider shall provide a functional communication system acceptable to the City Engineer, to

connect the City's Traffic Control Management Center (TCMC) located at the City Hall to the traffic signal. Any required improvements at the TCMC to facilitate communications in the interim condition that is not part of the Master Plan Facilities, shall be installed at Subdivider's cost, and no fee credits or reimbursements will be applicable.

C.2.7.15 Bus shelter and turnout on Corral Hollow Road

The bus shelter and turnout on Corral Hollow Road shall be constructed as part of the Frontage Improvements on Corral Hollow Road. The City will provide the construction details and materials specifications of the bus shelter. Timing of construction of bus shelters will be determined in the future based on the extension of TRACER's Fixed Route to serve the Project. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for bus shelter on Corral Hollow Road at the time of approval of the first Final Map within the Project.

C.2.7.16 Encroachment Permit

Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.17 Dead-End Streets. A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds/ hammerheads meeting the requirements of Fire Marshal shall be provided at the dead-end streets.

C.2.7.18 In-tract Streets. The Subdivider shall dedicate all rights-of-way that are necessary to construct all the in-tract streets based on cross sections shown on the Vesting Tentative Subdivision Map with the Final Map for the respective phase. The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with the Vesting Tentative Subdivision Map and Tracy Hills Specific Plan.

Design and construction details of the in-tract streets such as asphalt concrete pavement, curb, gutter, sidewalk, street light, water main, fire hydrant, landscaping with automatic irrigation system, storm drain, catch basin and drop inlets, sanitary sewer main and lateral, water main, individual water service and meter, pavement marking and striping, traffic sign, driveway, handicap ramp and other street improvements shall comply with City Regulations and shall be shown on the Improvement Plans.

- C.2.7.19 Emergency/ Utility Vehicles Access at Street “C” and Street “E” Intersection: Access at this intersection shall be limited to emergency/utility vehicles only by the installation of turf blocks with vegetation designed to withstand vehicle loads as required by the City Engineer. The access shall be designed with either lockable bollards or gate with Knox-box control as determined by the Fire Marshal and the City Engineer. The maintenance and replacement costs for the access area including sidewalk, rolled curb, turf blocks and access control shall be the responsibility of the HOA, or estimated costs as acceptable to the City shall be incorporated into the CFD.
 - C.2.7.20 For all phases of the Project, the Subdivider shall install sidewalk to provide pedestrian circulation connecting the subdivisions sidewalks to the CH sidewalk and to the Corral Hollow Road/ Tracy Hills Road Intersection. Crosswalks on Corral Hollow Road to provide pedestrian access to the Tracy Hills Phase 1a subdivision should be provided. Timing and design of pedestrian access shall be as determined by the City Engineer based on the Phasing Plan.
 - C.2.7.21 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.
 - C.2.7.22 Subdivider must provide and verify sight distances, where applicable, with regard to intersections, reverse lots and fence placements as required by the City Engineer.
- C.2.8. Public Utility Easements
- C.2.8.1 Undergrounding of Overhead Utilities. Any existing overhead lines and poles within the Project boundaries and on the west side of Corral hollow Road within the Project frontage shall be removed or undergrounded.
 - C.2.8.2 All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated

Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

The Subdivider shall submit improvement plans for the installation of electric, gas, telephone and TV cable lines that are to be installed under the sidewalk or within the PUE. Underground utility conduits may be installed under the sidewalks, and underground boxes and structures may be located in the landscaped parkway next to the curb. All above-ground boxes and facilities shall be behind the sidewalk and within the PUE. Pop-outs to provide additional width of PUE where required to accommodate larger above-ground structures will be permitted subject to review and approval by Public Works Director and the City Engineer. Before approval of the first Final Map, the Subdivider shall complete the necessary coordination work with the respective owner(s) of the utilities to for approval.

C.2.8.3 Public Utility Easements on sideyard lots shall be adjusted/ eliminated in final neighborhood designs based on actual joint trench design requirements.

C.2.8.4 The Subdivider shall take necessary actions to accomplish existing DWR easement to be quitclaimed prior to recordation of first Final Map within the Project. If not accomplished prior to first Final Map, the Subdivider shall submit documentation that DWR will quitclaim the easement prior to City's acceptance of the Retention Basin. All costs of the process for the quitclaim shall be borne by the Subdivider.

C.3. Final Map

The City will not approve any Final Map until the Subdivider demonstrates, to the satisfaction of the City Engineer, that all the requirements set forth in these Conditions of Approval are completed, including, but not limited to the following:

C.3.1. Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.

C.3.2. Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of

Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.

C.3.3. Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).

C.3.4. Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

C.3.5. Subdivider has submitted a signed and stamped Engineer's Estimate that show construction cost of subdivision improvements that are described in Conditions C.2 above, plus 10% for construction contingencies.

C.3.6. Subdivision Improvement Agreement

Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

C.3.7. Phasing Plan and Deferred Improvement Agreement

Prior to Subdivider's submittal to the City of the first Final Map for City approval, Subdivider shall submit for the City Engineer's review and reasonable approval a phasing plan for the submittal of all Final Maps to be filed for this Vesting Tentative Subdivision Map. The phasing plan may be subject to subsequent modifications based on market conditions, the rate of development, and Subdivider's disposition of the parcels created by the Final Maps. Prior to the City's approval of the first final map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer.

C.3.8. Improvement Security

The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

- C.3.8.1 Faithful Performance (100% of the estimated cost of constructing the public facilities).
 - C.3.8.2 Labor & Material (100% of the estimated cost of constructing the public facilities).
 - C.3.8.3 Warranty (10% of the estimated cost of constructing the public facilities).
 - C.3.8.4 Monumentation (\$750 multiplied by the total number of street centerline monuments that are shown on the Final Map).
- C.3.9. Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.
- C.3.10. Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.
- C.3.11. Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.
- C.3.12. Subdivider has submitted signed and stamped Improvement Plans.
- C.3.13. Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.
- C.3.14. Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of improvements as required by these Conditions of Approval. The form

and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.4. Grading and Encroachment Permit

No applications for grading and encroachment permits will be accepted by the City as complete until the Subdivider has provided all documents required by these Conditions and City Regulations, to the reasonable satisfaction of the City Engineer, including, but not limited to, the following:

- C.4.1. Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of and stamped and signed by a Registered Civil Engineer.
- C.4.2. Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.4.3. Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.
- C.4.4. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.
- C.4.5. Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.
- C.4.6. A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).

- C.4.7. Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system.
- C.4.8. Reasonable written permission from irrigation district or affected owner(s), if applicable. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.
- C.4.9. Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.
- C.4.10. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.
- C.4.11. Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.
- C.4.12. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.
- C.4.13. Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution No. 2014-059.
- C.4.1.4. Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.
- C.4.15. As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.

- C.4.16. As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions

- C.5.1. Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution No. 2014-010) as these relate to the Project and as required by these Conditions of Approval.
- C.5.2. Check payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report, these Conditions of Approval, and the Settlement Agreement per C1.1.k above.
- C.5.3. Check payment of any applicable Agricultural Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and Mitigation Measure AG 4.2.1 of the EIR and these Conditions of Approval.
- C.5.4. Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.
- C.5.5. The Project developer(s) shall be required to pay the Transportation Impact Fee established pursuant to the written Agreement by and between the City of Tracy, LTA, the Sierra Club, the County of Alameda, and the City of Livermore to the City of Tracy prior to issuance of building permits for any residential portion of the Project.

C.6. Final Building Inspection

The City will not perform final building inspection (except for Model Homes) until after the Subdivider provides documentation which demonstrates, to the reasonable satisfaction of the City Engineer, that:

- C.6.1. The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all

actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7. Temporary or Final Building Certificate of Occupancy

No Final Building Inspection shall be performed or a Temporary or Final Building Certificate of Occupancy will be issued (except for Model Homes) by the City until after the Subdivider provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

- C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.
- C.7.2 The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.8. Acceptance of Public Improvements

Public improvements will not be considered for City Council's acceptance until after the Subdivider demonstrates to the reasonable satisfaction of the City Engineer, completion of the following:

- C.8.1. All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.
- C.8.2. Subdivider has completed the 90-day public landscaping maintenance period.
- C.8.3. Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.

- C.8.4. Where applicable, signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

City will release Improvement Security(s) to the Subdivider after City Council's acceptance of public improvements, both on-site and off-site, in accordance with TMC section 12.36.080, upon written request and submittal of the recorded Notice of Completion.

C.10. Special Conditions

- C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.
- C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.
- C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).

C.10.4. Benefit District

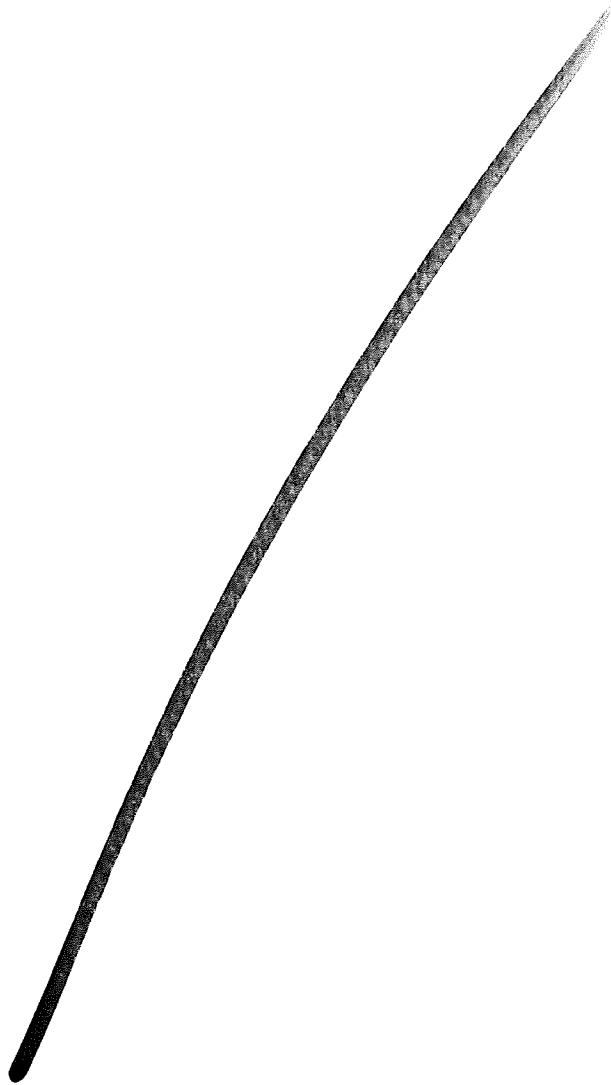
The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.

- C.10.5. The CFD or HOA shall pay for the future costs of maintenance including PG&E charges for all new streetlights and new traffic signals to be installed by the Project.

- C.10.6. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS KT, TRACT 4037**

**EXHIBIT C
(Deferred Improvements)**



**DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS - KT, TRACT 4037**

I. Work: Time for Commencement and Performance

The Work described in this Exhibit "C" (hereinafter "Deferred Improvements") shall be completed within the timelines as specified in this Exhibit "C" of this Agreement. Applicable Conditions of Approval included in this Exhibit "C" refer to the Conditions of Approval for Vesting Tentative Subdivision Map TSM20-0003 attached hereto as Exhibit "B". The City shall have no obligation to construct or completed the Deferred Improvements.

II. Description of Work

A. Parks (Condition No. B.8)

Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that within 18 months following final inspection or occupancy of the first dwelling (except for up to ten model homes), the linear park shall be completed and accepted by the City.

B. Abandonment of Right-of way on Corral Hollow Road (Condition No. C.2.7.3)

The Subdivider shall submit request to the City for vacation of existing Corral Hollow Road right-of-way and pay for all costs of processing of vacation of right-of-way and recordation of documents. Vacation shall be recorded prior to City's acceptance of Corral Hollow Road improvements as complete.

Potential impacts to access to adjacent parcels (Sellick APN 253-100-09) due to abandonment of Corral Hollow Road right-of-way (such as providing curb cut/ driveway on Street "D" or other improvements as deemed necessary by the City Engineer) shall be mitigated as approved by the City. All costs of such mitigations shall be paid for by the Subdivider.

C. Corral Hollow Road Improvements for Residential Units (Condition No. C.2.7.5)

Prior to final inspection or occupancy of the first residential unit, the Subdivider shall complete the following Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer.

Subdivider shall prepare improvement plans for Corral Hollow Road Improvements and obtain approval by the City Engineer before approval of the first Final Map within the Project.

1. Corral Hollow Road/Tracy Hills Drive/ Street D:

- a. Southbound: One left turn, one right turn and one through lane.

EXHIBIT "C"
Deferred Improvements
Page 2 of 3

- b. Northbound: One left turn, one right turn and one through lane.
 - c. Westbound: One left turn, one shared through and right turn lane.
However, this layout may result in interim curb, signal and pedestrian crossing, which will be funded by the project as interim improvements. The developer must provide intersection layouts indicating this geometry for review. The layouts must show the ultimate layout as well.
 - d. Eastbound: Same as existing - One shared through and right turn lane, two left turn lanes.
 - e. Signal timing: Modified signal timing plans for AM and PM and school midday.
 - f. Add signal poles and curb/sidewalk as required.
2. Corral Hollow Road/Street A (RIRO Driveway):
- a. Northbound: One right turn lane to separate through traffic from right turning vehicles.
 - b. Provide a raised median on Corral Hollow Drive to prevent left turns in and out of the site.
 - c. Westbound: one right turn lane exiting the development.

D. Traffic Mitigation Measures (Condition No. C.2.7.13)

The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix. Subdivider shall comply with the following applicable mitigation measures as outlined in the Traffic Study.

- 1. MM 4.13-5a:
 - a. Intersection #1, Corral Hollow Road/I-580 EB Ramps
Implementation Trigger: 2,588 Peak Hour Trips
 - b. Intersection #2, Corral Hollow Road/I-580 WB Ramps
Implementation Trigger: 2,588 Peak Hour Trips
- 2. MM 4.13-5b:
 - a. Corral Hollow Road between S. Tracy Hills Road and Golden Leaf Lane, and Lammers Road between I-580 and Kimball High School.
Implementation Trigger: 2,588 Peak Hour Trips
 - b. Corral Hollow Road between I-580 and just north of Linne Road.
Implementation Trigger: 2,588 Peak Hour Trips
- 3. MM 4.13-6a:
 - a. Intersection #1, Corral Hollow Road/I-580 EB Ramps
Implementation Trigger: 2,588 Peak Hour Trips

EXHIBIT "C"
Deferred Improvements
Page 3 of 3

- b. Intersection #2, Corral Hollow Road/I-580 WB Ramps
Implementation Trigger: 2,588 Peak Hour Trips

4. MM 4.13-15g:

- a. Corral Hollow Road Bicycle/Pedestrian Facilities
Implementation Trigger: 2,588 Peak Hour Trips

E. Bus shelters and turnouts on Corral Hollow Road (Condition No. C.2.7.15)

Two (2) bus shelters and turnouts on Corral Hollow Road shall be constructed as part of the Frontage Improvements on Corral Hollow Road. The City will provide the construction details and materials specifications of the bus shelters. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for two (2) bus shelters on Corral Hollow Road prior to final inspection or occupancy of first residential unit.

F. DWR Easement Quitclaim (Condition No. C.2.8.4)

The Subdivider shall take necessary actions to accomplish existing DWR easement to be quitclaimed prior to recordation of first Final Map within the Project. If not accomplished prior to first Final Map, the Subdivider shall record the quitclaim of the DWR easement prior to City's acceptance of the retention basin for maintenance. All costs of the process for the quitclaim shall be borne by the Subdivider.

RESOLUTION 2021-152

APPROVING THE DEFERRED IMPROVEMENT AGREEMENT FOR TRACY HILLS - KT, TRACT 4037, AND AUTHORIZING THE CITY CLERK TO FILE THE DEFERRED IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for the Tracy Hills KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills KT Project (VTSM), pursuant to Resolution No. 2020-189, and

WHEREAS, Approval of the VTSM was subject to specified conditions of approval (Conditions of Approval) that require the Developer to design and construct certain on-site and off-site improvements connected with the Project, and

WHEREAS, The Developer has applied to the City for approval of a final map based upon the approved VTSM and has executed a Subdivision Improvement Agreement for the on-site public and private facilities required to serve said final map, and

WHEREAS, In accordance with the Conditions of Approval, prior to the City's approval of the first final map within the Project, the Developer is required to execute a Deferred Improvement Agreement (DIA) by which (among other things) the Developer agrees to complete construction of all remaining public facilities which are required by the Conditions of Approval but will not be completed at the time the City Council takes action on the final map, and

WHEREAS, The Developer has requested deferral of certain on-site and off-site public improvements and other requirements (collectively, Deferred Improvements) and has executed the DIA to ensure that the Deferred Improvements will be completed in accordance with the Conditions of Approval, and

WHEREAS, The DIA describes the Deferred Improvements and the times at which the completion of said improvements and other requirements are due, and

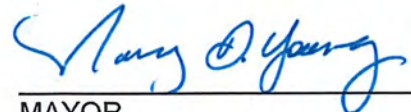
WHEREAS, The Developer has paid the applicable engineering review fees, which include the cost of processing the Deferred Improvement Agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Deferred Improvement Agreement for Tracy Hills - KT, Tract 4037, and authorizes the City Clerk to file the Deferred Improvement Agreement with the Office of the San Joaquin County Recorder.


* * * * *

The foregoing Resolution 2021-152 was passed and adopted by the Tracy City Council on the 19th day of October, 2021, by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTAIN:	COUNCIL MEMBERS: NONE



MAYOR

ATTEST:


CITY CLERK

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 – KT, TRACT 4037**

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

- A. The City and Developer entered into a Deferred Improvement Agreement (**Agreement**) for the Tracy Hills – KT, Tract 4037, which was approved by the City Council on October 19, 2021, under Resolution No. 2021-152.
- 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. ____ approved by Tracy City Council on _____, 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 3 is hereby amended to include subsection 3.1 to read as:

3.1 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 linear park referenced in Exhibit “C” in the amount equivalent to 2.3 acres of neighborhood park. This acreage shall be reconciled at the time a Subdivision Improvement Agreement is entered into for the Linear Park. 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

LENNAR HOMES OF CALIFORNIA, LLC

By: _____
Nancy Young
Title: Mayor
Date: _____

By: 
Bridgit Koller
Title: Vice President, Forward Planning
Date: 9/16/22

Attest:

By: _____
Adrienne Richardson, City Clerk

Approved as to form

By: _____
Bijal Patel, City Attorney

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



(SEAL)

TRACY CITY COUNCIL
RESOLUTION 2022-_____

-
- (1) APPROVING AMENDMENT NO. 1 TO THE DEFERRED IMPROVEMENT AGREEMENT BETWEEN THE CITY AND LENNAR HOMES OF CALIFORNIA, LLC FOR TRACY HILLS – KT PROJECT, TRACT 4037, 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 THE 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 KT Project and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills KT Project (VTSM), pursuant to Resolution No. 2020-189; and

WHEREAS, 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. 2021-150; 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 – KT, Tract 4037, 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 the Deferred Improvement Agreement with the Office of the San Joaquin County Recorder.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 18th day of October 2022 by the following vote:

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

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

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

Agenda Item 1.E

RECOMMENDATION

Staff recommends that City Council approve the Offsite Improvement Agreement for Tracy Hills Zone 5 Water Line Improvements.

EXECUTIVE SUMMARY

This item involves the approval of the Offsite Improvement Agreement (OIA) for the Tracy Hills Zone 5 Water Line Improvements which will allow Lennar Homes of California, LLC (Developer) to proceed with the construction of a portion of the Zone 5 potable water system infrastructure improvements necessary to provide water service initially to the Tracy Hills Phase 2A development and ultimately to future phases of development within the Tracy Hills Specific Plan Area.

BACKGROUND AND LEGISLATIVE HISTORY

On October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154. The Tracy Hills Phase 2 project is generally bordered by Interstate 580 to the north and Corral Hollow Road to the east.

ANALYSIS

The Conditions of Approval for the Vesting Tentative Subdivision Map and the Citywide Water System Master Plan require the Developer to design and construct the Zone 5 water transmission main, extending from the John Jones Water Treatment Plant to the new Zone 5/6 water tanks also being constructed by the Developer to provide water service initially to the Tracy Hills Phase 2A development and ultimately to future phases of development within the Tracy Hills Specific Plan Area.

The subject Zone 5 Water Line Improvements will construct the portion of the Zone 5 water transmission main generally extending between the Tracy Airport property and the northern boundary of the Tracy Hills Phase 2 development. Additional Offsite Improvement Agreements for other portions of the Zone 5 water transmission main will be brought to the City Council for approval as improvement plans for those portions are completed.

The Project will be partly located within the existing public right-of-way for Corral Hollow Road, partly within an Access and Public Utility Easement to be dedicated by Developer to City across the future business park parcel in Tracy Hills Phase 1A, and partly within the existing State right-of-way for the I-580 freeway (via boring under the freeway).

Improvement plans and specifications which describe in more detail the improvements which are required under the subject OIA, were prepared on behalf of the Developer and have been approved by the City Engineer.

The Developer has executed the Offsite Improvement Agreement and has submitted the required security to guarantee completion of the subject improvements. The Offsite Improvement Agreement and associated Improvement Plans are on file with the City Engineer.

FISCAL IMPACT

There will be no impact to the General Fund. Developer will pay for the cost of plan checking, engineering inspection and processing of the Offsite Improvement Agreement.

CEQA DETERMINATION

An Environmental Impact Report (EIR) was certified by the City Council on April 5, 2016 for the Tracy Hills Specific Plan. This final map is consistent with the Tracy Hills Phase 2 Vesting Tentative Subdivision Map, which was approved by the City Council on October 19, 2021. An Addendum to the EIR was prepared in accordance with the provisions of California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164 to address the General Plan Amendment, Tracy Hills Specific Plan Amendment, and the Vesting Tentative Subdivision Map for the Tracy Hills Phase 2 Project. No new significant environmental impacts were identified for the Tracy Hills Phase 2 Project. Therefore, no further environmental review is necessary.

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

That City Council, by Resolution, approve the Offsite Improvement Agreement for Tracy Hills Zone 5 Water Improvements.

Prepared by: Al Gali, Associate Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Director of Development Services

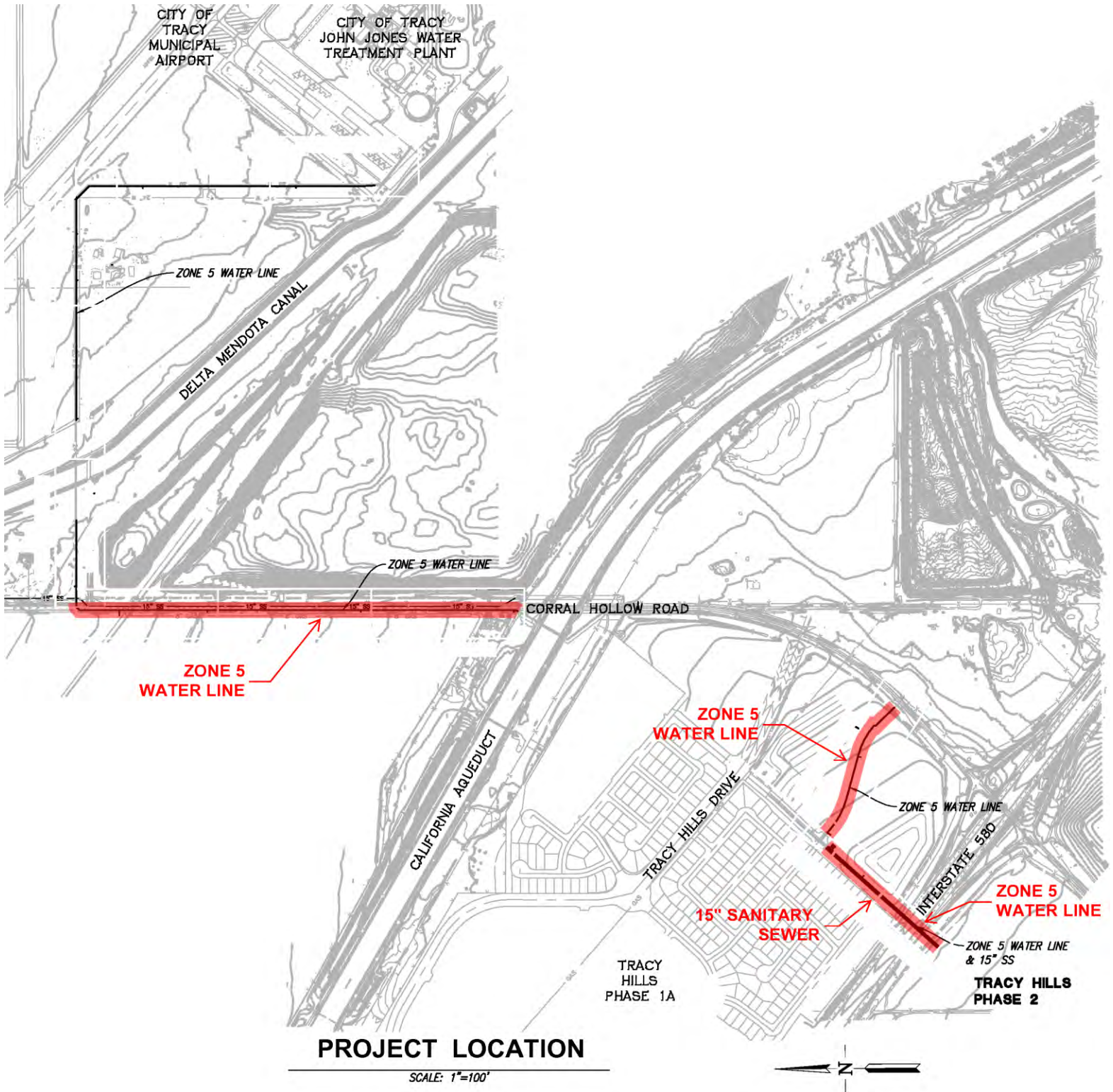
Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, Interim Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Offsite Improvement Agreement

ATTACHMENT A Project Location



**CITY OF TRACY
OFF-SITE IMPROVEMENT AGREEMENT FOR
FOR TRACY HILLS ZONE 5 WATER LINE IMPROVEMENTS**

This **OFF-SITE 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 water line improvements known as the **Tracy Hills Zone 5 Water Line Improvements** that are to be constructed within existing Corral Hollow Road, and across the future business park parcel in Tracy Hills Phase 1A, and underneath the I-580 freeway, generally extending from the Tracy Airport property to the north to the Tracy Hills Phase 2 development to the south, as more particularly depicted in Exhibit “**A**” attached hereto and incorporated herein by reference (hereinafter “**Project**”).
- B.** On October 19, 2021, the Tracy City Council (“**City Council**”) adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154 (“**Tentative Map**”).
- C.** The approval of the Tentative Map by the City Council was subject to specified conditions of approval (“**Conditions**”). The Conditions, attached hereto as Exhibit “**B**”, describe, among other things, improvements that are required for approval of the Final Subdivision Map(s) pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards.
- D.** The Project is part of the Zone 5 potable water system infrastructure improvements required by the Conditions of Approval and the Citywide Water System Master Plan, extending from the John Jones Water Treatment Plant to the new Zone 5/6 water tanks, to provide water service initially to the Tracy Hills Phase 2A development and ultimately to future phases of development within the Tracy Hills Specific Plan Area.
- E.** The Project will be partly located within the existing public right-of-way for Corral Hollow Road, partly within an Access and Public Utility Easement to be dedicated by Developer to City across the future business park parcel in Tracy Hills Phase 1A, and partly within the existing State right-of-way for the I-580 freeway.
- F.** 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) ten (10) sheets of improvement plans titled “Zone 5 Water Line,

*City of Tracy - Offsite Improvement Agreement
Tracy Hills Zone 5 Water Line Improvements*

Tracy Hills”, Sheets C-0.01 through C-2.01 and Sheets C-3.05 through C-3.11, prepared by Ruggeri-Jensen-Azar; (b) eleven (11) sheets of pressure reducing station plans and details, Sheets M01 through I02, prepared by West Yost; and (c) six (6) sheets of erosion control plans titled “Erosion and Sediment Control Plan, Zone 5 Water Line”, Sheets EC 5.01A through EC 5.02, prepared by ENGEO (collectively, the “**Work**”). The Plans and Specifications comprising the Work are on file with the City Engineer under Tracking No. ENG21-0007 and incorporated herein by reference.

- G.** Because the Work described above and in the Plans and Specifications has not been completed, Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

H. 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. 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.

*City of Tracy - Offsite Improvement Agreement
Tracy Hills Zone 5 Water Line Improvements*

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 **\$827,291.00** 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 **\$827,291.00** 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 **\$82,729.00** to guarantee improvements against any defective work or labor done or defective materials used in performance of Work for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

4. Indemnification. Developer shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 12, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Developer's obligations under this Section 4 are in addition to all other Developer's obligations set forth in this Agreement, and shall not affect Developer's warranty obligations set forth in Section 12, below

5. Insurance. Concurrently with the execution of this Agreement by Developer, and before beginning any Work, Developer shall furnish evidence to the City that the following insurance requirements have been satisfied. The insurance requirements contained in this Section 5 are material terms of this Agreement. These insurance

*City of Tracy - Offsite Improvement Agreement
Tracy Hills Zone 5 Water Line Improvements*

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

*City of Tracy - Offsite Improvement Agreement
Tracy Hills Zone 5 Water Line Improvements*

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:

*City of Tracy - Offsite Improvement Agreement
Tracy Hills Zone 5 Water Line Improvements*

- 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 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 "**C**" attached hereto includes the initial contact information referenced in this Section 11.

*City of Tracy - Offsite Improvement Agreement
Tracy Hills Zone 5 Water Line Improvements*

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.

*City of Tracy - Offsite Improvement Agreement
Tracy Hills Zone 5 Water Line Improvements*

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. Conditions of Approval (Recital C)
- C. Developer's Authorized Representative (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]

*City of Tracy - Offsite Improvement Agreement
Tracy Hills Zone 5 Water Line Improvements*

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

City of Tracy

Developer

Nancy D. Young, Mayor

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

Date: _____

DocuSigned by:
Bridgit Koller
By: Bridgit Koller

Approved by City Council on _____
by Resolution No. _____.

Title: Vice President

Date: 9/20/2022

Attest:

Federal Employer Tax ID No. 93-1223261

Adrienne Richardson, City Clerk

Approved As To Form:

Bijal M. Patel, City Attorney

EXHIBIT "A" PROJECT LOCATION

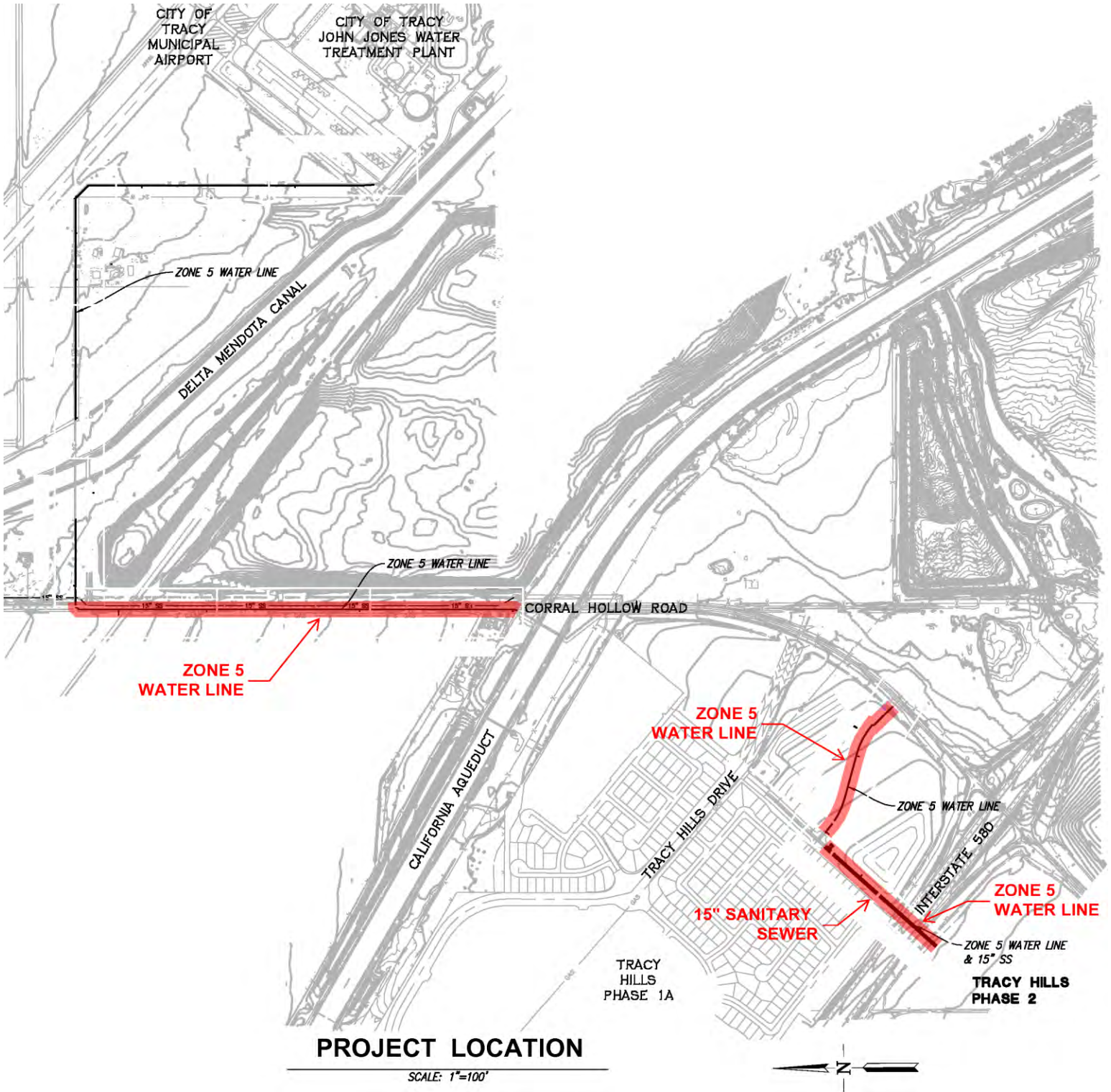


EXHIBIT "B"
Conditions of Approval

**Conditions of Approval for Tracy Hills Phase 2
Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021**

Project: These Conditions of Approval shall apply to the Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Application Number TSM20-0003, including approximately 1,470 single-family residential lots and various other parcels.

Property: The property consists of approximately 1,143 acres located in the Tracy Hills Specific Plan Area, south of I-580, west of Corral Hollow Road, Application Number TSM20-0003.

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.

Conditions of Approval
 Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
 Application Number TSM20-0003
 October 19, 2021

5. “Property” means the approximately 1,143 acres located in the Tracy Hills Specific Plan Area that is the subject of the Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Application Number TSM20-0003.

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.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

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 TSM20-0003), which was received by the Development Services Department on October 12, 2021, unless modified by these Conditions.
7. Streets, Streetlights and Sidewalks

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to fifteen (15) model homes), Subdivider shall provide for perpetual funding of the on-going costs of operation, maintenance and replacement for the traffic signals, 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. 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 complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of Special Tax Lien. 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 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 fifteen model homes), setting forth, among other things, the

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

required maintenance obligations, the standards of maintenance, and all other associated obligation(s) to ensure the long-term operation, maintenance and replacement by the HOA for the traffic signals, streetlights, and street sweeping on the Property;

- (3) 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 operation, maintenance and replacement for the traffic signals, 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. 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 and replacement for the streets, streetlights, and sidewalks on the Property (including all costs required by PG&E).

If the provisions for adequate funding of the on-going costs of operation, maintenance and replacement for the traffic signals, 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.

8. Police/Public Safety & Public Works

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to fifteen (15) model homes), Subdivider shall provide for perpetual funding of the on-going costs of providing Police and public safety 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. 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 complete the annexation of the Property to City of Tracy Community Facilities District in compliance with the requirements of the Mello – Roos Community Facilities Act of 1982 (Gov. Code § 53311 et seq.) including, without limitation, affirmative votes, and the recordation of a Notice of

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

Special Tax Lien. Subdivider shall be responsible for all costs associated with the CFD proceedings.

Or

- b. Direct funding. 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 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.

9. Landscaping Maintenance

Before approval of the first Final Map or issuance of any building permit for the Property (except for up to fifteen (15) model homes), Subdivider shall provide for perpetual funding of the on-going costs of maintenance and replacement for public landscaping for the Property (but shall exclude the community park), by doing one or more 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, which shall be recorded against the Property, which stipulates the following: (1) prior to issuance of a building permit, the Subdivider shall form a Community Facilities District (CFD) for funding the on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan; (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

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

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 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 fifteen model homes), 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. 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, the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full on-going maintenance costs related to maintenance, operation, repair and replacement of public landscaping, public walls and any public amenities included in the Project, and ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan. The items to be maintained include but are not limited to the following: ground cover, turf, shrubs, trees, irrigation systems, drainage and electrical systems, masonry walls or other fencing, entryway monuments or other ornamental structures, furniture, recreation equipment, hardscape and

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

any associated appurtenances within medians, parkways, dedicated easements, channel-ways, public parks and public open space areas.

10. Neighborhood 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. Prior to the issuance of the 125th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of the first neighborhood park. If the construction of the first neighborhood park has not commenced by the issuance of 125th building permit, no further building permits shall be issued until the first neighborhood park construction is commenced;
 - b. Prior to the issuance of the 500th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of the second neighborhood park. If the construction of the second neighborhood park has not commenced by the issuance of 500th building permit, no further building permits shall be issued until the second neighborhood park construction is commenced;
 - c. Prior to the issuance of the 976th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of the third neighborhood park. If the construction of the third neighborhood park has not commenced by the issuance of 976th building permit, no further building permits shall be issued until the third neighborhood park construction is commenced; and
 - d. Prior to the issuance of the 1,226th building permit that allows construction of a dwelling, not including plumbing only permits, the developer shall commence construction of the fourth neighborhood park. If the construction of the fourth neighborhood park has not commenced by the issuance of 1,226th building permit, no further building permits shall be issued until the fourth neighborhood park construction is commenced.

C. Engineering Division Conditions of Approval

1. General Conditions

- C.1.1 Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:
 - a) *Tracy Hills Specific Plan* approved by City Council by Resolution No. 2016-063, dated April 5, 2016, and any amendments thereto.
 - b) *Amendment to the Tracy Hills Specific Plan for Phase 2*, approved by the City Council by Resolution No. 2021-_____ on _____, 2021, including the *Transportation Consistency Analysis* prepared for the Amendment by Kimley-Horn and Associates, dated

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

September 23, 2021, and any updates or amendments thereto (“Specific Plan Amendment” or “SPA”).

- 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 *Addendum to the Tracy Hills Specific Plan EIR*, prepared by Kimley-Horn and Associates, dated September 2021, including all mitigation measures incorporated therein (hereinafter referred to together as “EIR”).
- d) *Tracy Hills Phase 2 Traffic Study*, prepared by Kimley-Horn and Associates, dated September 30, 2021, and any updates or amendments thereto (“Traffic Study”).
- e) *City of Tracy Citywide Roadway and Transportation Master Plan*, prepared by RBF Consulting, dated November 2012 (“TMP”).
- f) *Tracy Hills Phase 2 VTM Drainage Analysis* prepared by Ruggeri-Jensen-Azar, dated December 17, 2020, and the review of said analysis contained in the *Technical Memorandum* prepared by Wood Rodgers, dated April 26, 2021 (draft), and any updates or amendments to either document (“Storm Drainage Study”).
- g) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated November 2013 (“*Storm Drainage Master Plan*”), as reviewed by Storm Water Consulting, Inc and Stantec Consulting Services, Inc.
- h) *Tracy Hills Phase 2 Sanitary Sewer Study Technical Memorandum* prepared by Black Water Consulting Engineers, dated October 1, 2021, and any updates or amendments thereto (“Sanitary Sewer Study”).
- i) *Peer Review and Hydraulic Evaluation for Tracy Hills Phase 2, 3, and 4* prepared by West Yost, dated July 13, 2021, and any updates or amendments thereto (“Water Study”).
- 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 2 Vesting Tentative Subdivision Map, Application No. TSM20-0003.
- 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 the First Amendment to the Development Agreement, approved by the City

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

Council on November 10, 2020, by Ordinance No. 1300
("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 and completed under a City-approved improvement 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 the 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 is/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.2.1 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

C.2.2 Site Grading

C.2.2.1 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.2.2.2 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.2.2.3 If an engineered slope is used to retain soil subject to approval by the City Engineer, 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.2.2.4 Erosion Control

Improvement Plans shall specify the method of erosion control to be employed and materials to be used.

C.2.2.5 If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or 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 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.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

C.2.4 Storm Drainage

- C.2.4.1 Site grading shall be designed such that the Project's storm drainage overland release point will be directed to a storm drainage easement or to public streets with a functional storm drainage system and that the storm drainage system within the public streets has adequate capacity to drain storm water from the Property.
- 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.
- 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 Master Plan, Storm Drainage Study and City Regulations.
- 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 Crimson crude oil 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 drainage collection channels, appropriately designed inlet structures and sedimentation/detention 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 terminal retention basins, 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 may not be exempted from those new requirements.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

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 basins shall be contained within a parcel suitable for dedication to the City of Tracy. The basins shall be provided with appropriate fencing with warning signs, access roadways to and from public roadways and access roadways into the basins for maintenance purposes as approved by the City Engineer. All storm drainage inlets into the basins shall have inlet structures with design acceptable to the City Engineer.
- 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 in accordance with the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval of plans for all on-site and off-site sewer improvements required to serve the Project.
- C.2.5.2 As indicated in the Sewer Study, 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

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

identified in the Wastewater Master Plan (“ Phase 2 Choke Points Improvements”) will be required to serve the Project. The City has commenced the design of Phase 2 Choke Point Improvements. In the event the City does not have adequate funding for Phase 2 Choke Points Improvements the Subdivider will contribute funding as determined by the City Engineer to cover shortfall in funding, so the City can proceed with the construction of the improvement. Building permits will only be issued up to available capacity in the Corral Hollow Sewer system as determined by the City Engineer. Subdivider will be eligible for fee credits and/or reimbursements in accordance with Tracy Municipal Code.

- C.2.5.3 Based on the analysis of the capacity of Wastewater Treatment Plant (WWTP) and the projected growth over the next five years, it is estimated that Phase 2C of the WWTP improvements as identified in the Wastewater Master Plan will be required to be constructed and operational in 2023. City has identified a funding shortfall of approximately \$33.5 Million for the WWTP Phase 2 improvements. In order for the City to undertake design and construction of the WWTP Phase 2C improvements to provide adequate treatment capacity of the Project, City has identified the need to collect upfront fees from developments within the City.

On or prior to December 31, 2022, the Developer shall pay the City half the amount of the wastewater treatment development impact fees (estimated at approximately \$6 Million) for lots within the boundary of Tracy Hills Phase 2 Tentative Map and shall provide a Letter of Credit (or other guarantee) to the satisfaction of the City Engineer for the other half of the wastewater treatment development impact fees. On or prior to December 31, 2023, the Developer shall pay to the City the remaining half the amount of the wastewater treatment development impact fees. After the second payment, the City Engineer may release the Letter of Credit (or other guarantee). For building permits issued prior to December 31, 2022, the Developer shall pay wastewater development impact fees per lot consistent with its agreement with the City and Title 13 of the Tracy Municipal Code. The City Engineer will determine the amount due on December 22, 2022 based on the available wastewater development impact fees collected and the funding shortfall for WWTP Phase 2C improvements. The Developer shall be required to pay wastewater development impact fee up to the amounts as outlined above (for all lots for which building permits have not been issued on December 31, 2022). Building permits will

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

only be issued up to available capacity in the WWTP, as determined by the City Engineer.

In the event City collects adequate funding from other development projects within the City by December 31, 2022, Developer will not be required to pay the upfront fees as outlined above.

- C.2.5.4 The Subdivider shall extend the sanitary sewer facilities within Lammers Road that are intended to serve future phases of the Tracy Hills Project northerly under I-580 and continuing north of I-580 within the Lammers Road right-of-way to connect to the sanitary sewer main stub to be installed with the Tracy Hills Drive improvements for Tracy Hills Phase 1B. Subdivider shall obtain an encroachment permit from Caltrans for the sewer improvements to be installed within the Caltrans right-of-way.
- C.2.5.5 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.2.5.6 Subdivider shall pay impact fees at the time of issuance of building permit or in accordance with the Fee Deferral Agreement.
- C.2.5.7 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.2.6 Water Distribution System

- C.2.6.1 All potable and recycled water lines and associated improvements shall be designed and installed in accordance with the Water Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval of plans for all potable and recycled water lines and associated improvements.
- 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

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

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 The Subdivider shall complete design and construction of one Zone 5/6 at-grade water storage tank with a holding capacity of at least 2.57 MG and water transition mains as necessary to serve the Project and in accordance the Water Study and City Regulations. These improvements are required to be complete and operational before the final inspection of the first residential building within the Project, unless an earlier time of completion is required to comply with Condition C.2.6.2. above.

All costs related to the design and construction of the water tanks and associated improvement are the responsibility of the Subdivider. Before approval of first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement (DIA) to address timing, scope of work and funding responsibilities. Subdivider may request formation of Benefit District for the water tanks and associated improvements per Condition C.10.4.

C.2.6.5 Subdivider shall install 12-inch and 16-inch recycled water mains in Lammers Road as required to serve the Project and as shown on Figures 9-2 and G-D1 in the draft (2020) Water System Master Plan Update. An approximately 1,150-foot segment of 16-inch recycled water main in Lammers Road under I-580 between the portions of Lammers Road north and south of the freeway will not be constructed with the interim two-lane Lammers Road undercrossing. Timing of the future installation of the above approximately 1,150-foot segment 16-inch recycled water main is to be determined by the City Engineer.

Initially, the 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 recycled water distribution main in Lammers Road will be disconnected from the potable water

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

system and connected to the recycled water system.

- C.2.6.6 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.2.6.7 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure reducing valves at the location approved by the City Engineer. The design operation of the individual pressure reducing valves for services shall be subject to approval by the Building Official.
- C.2.6.8 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 Roadway 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, and Tracy Hills Design Standards and Specific Plan Amendments. 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, fire hydrants, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of roadway improvements shall comply with these Conditions of Approval and as outlined in the Mitigation Measures listed in the EIR.

In the case of a discrepancy between the information shown on the Vesting Tentative Subdivision Map (“VTSM”) and/or Specific Plan Amendment 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.

- C.2.7.2 Lammers Road and Other In-tract Streets – Right-of-Way

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

The Subdivider shall dedicate all rights-of-way that are necessary to construct Lammers Road, between Tracy Hills Drive and Corral Hollow Road, and all the in-tract streets, based on their respective cross sections shown on the 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 VTSM and the Traffic Study.

C.2.7.3 Lammers Road and Other In-tract Streets – Improvements

Design and construction details for Lammers Road, between Tracy Hills Drive and Corral Hollow Road, 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 VTSM, Traffic Study and City Regulations, and shall be shown on the Improvement Plans. Interim improvements under I-580 include 5' wide sidewalk on east side only.

Improvements along Lammers Road and certain in-tract streets shall also include Class I bikeways or Class II bike lanes in accordance with the VTSM and Traffic Study. Interim improvements under I-580 do not include Class 1 bikeway or Class II bike lanes.

Lammers Road and Street B improvements adjacent to the school site on Lot H shall be constructed in accordance with the VTSM and Traffic Study and are subject to the review and approval of the Jefferson School District.

C.2.7.4 Corral Hollow Road - Right of Way

Per the TMP and SPA, Corral Hollow Road will be a 4-lane major arterial roadway with 11' wide raised median, sidewalk/Class I bikeway on west side and landscaping between I-580 and Lammers Road and 2-lane arterial with sidewalk/Class I bikeway on west side and landscaping south of Lammers Road to the Project boundary. The Subdivider shall dedicate all rights-of-way along the Project frontage necessary for the widening of Corral Hollow Road per TMP and including any additional right-of-way required for the construction of roundabout improvements, turn lanes and transitions at the intersection of Corral Hollow Road and

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

Lammers Road in accordance with the VTSM and Traffic Study.

The width of travel lanes, turn lanes, street median, landscaping strips and sidewalks shall be in accordance with the VTSM and the Traffic Study.

The Subdivider may be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the TMP requirements. Temporary or interim improvements are not eligible for fee credits or reimbursements.

C.2.7.5 Corral Hollow Road - Improvements

Design and construction details for Corral Hollow Road 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, pavement marking and striping, traffic signs, curb ramps and all other street improvements shall comply with VTSM, SPA, Traffic Study and City Regulations, and shall be shown on the Improvement Plans.

Improvements along Corral Hollow Road shall also include Class I bikeway in accordance with the VTSM and Traffic Study.

- C.2.7.6 Subdivider shall prepare improvement plans for Lammers Road and Corral Hollow Road improvements and obtain approval by the City Engineer. The timing and scope of the improvements to be shown on the improvement plans for Lammers Road and Corral Hollow Road shall be as determined by the City Engineer.

In order to guarantee completion of the Lammers Road and 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 SIA or OIA with the necessary improvement security at the time of approval of the Final Map that triggers the need for improvements as determined by the City Engineer.

- C.2.7.7 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the TMP and landscape improvements behind

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

the curb) and improvements within Caltrans right-of-way at I-580/Corral Hollow Road interchange that are not constructed or security posted with OIA at the time of approval of the first Final Map, the Subdivider shall enter into a DIA with the City.

The Subdivider shall submit the signed and notarized DIA before approval of the first Final Map within the Project. The Subdivider shall post improvement security in the amounts and form in accordance with TMC section 12.36.080 at the times specified in the DIA.

C.2.7.8 Roadway Improvement Obligations per Traffic Study

The following roadway, intersection and interchange improvements are to be constructed by the Project:

a. I-580 & CORRAL HOLLOW ROAD RAMP TERMINALS.

Subdivider shall construct the I-580/Corral Hollow Road interchange improvements in accordance with the TMP, EIR and Traffic Study. Per the Traffic Study, interchange improvements are required to be completed prior to occupancy of the first residential unit within the Project because the interchange is already operating at a deficient level of service. Subdivider shall, in collaboration with the City Engineer and Caltrans, commence with the engineering design for the interchange improvements and initiate the Caltrans review, approval and permitting process no later than ninety (90) calendar days following approval of the Vesting Tentative Subdivision Map (“VSTM”) for the Project.

If the Subdivider is unable to complete construction of the interchange prior to occupancy of the first residential unit, primarily as a consequence of the Caltrans approval and permitting process, City may issue occupancy permits including and beyond the first residential unit provided that the Subdivider has, to the reasonable satisfaction of the City Engineer, diligently pursued its efforts to obtain the required Caltrans permits and complete construction of the interchange improvements and has collaborated closely with City staff in this effort.

Funding of these improvements are the primary responsibility of the developer per the Tracy Municipal Code, the EIR, and the City’s TMP. However, some funding may be provided in accordance with the Settlement Agreement and Development Agreement.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

Funding sources may also include other regional transportation funds and/or grants that may become available, subject to eligibility and approval by the City and other approving agencies. Developer will be eligible for fee credits in accordance with Tracy Municipal Code provisions and Development Agreement.

b. LAMMERS ROAD - BETWEEN TRACY HILLS DRIVE AND CORRAL HOLLOW ROAD.

Subdivider shall construct Lammers Road between Tracy Hills Drive and Corral Hollow Road in accordance with the TMP, Traffic Study and per Conditions C.2.7.2 and C.2.7.3.

c. CORRAL HOLLOW ROAD/LAMMERS ROAD INTERSECTION.

Concurrent with the construction of Lammers Road between Tracy Hills Drive and Corral Hollow Road as described above and in Condition C.2.7.3, the Subdivider shall construct the Corral Hollow Road and Lammers Road intersection improvements, consisting of a two-lane roundabout and all associated improvements.

d. CORRAL HOLLOW ROAD WIDENING - FROM LINNE ROAD INTERSECTION TO THE AQUEDUCT.

Subdivider shall widen Corral Hollow Road to provide two lanes in each direction, including pedestrian and bicycle facilities, from the southern terminus of bridge crossing the California Aqueduct to the Linne Road intersection, including canal crossings, in accordance with the adopted Corral Hollow Road Precise Plan, the TMP, and the Traffic Study.

Construction of the above Corral Hollow Road Widening improvements shall commence upon or prior to the final inspection of the two thousand six hundredth (2,600th) dwelling unit within the project boundary (as defined in the Development Agreement).

e. CORRAL HOLLOW ROAD - I-580 TO LAMMERS ROAD.

Subdivider shall widen Corral Hollow Road to provide two lanes in each direction, including pedestrian and bicycle facilities, between I-580 and Lammers Road in accordance with the TMP, SPA, Traffic Study and Conditions C.2.7.4 and C.2.7.5.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

C.2.7.9 The Subdivider shall construct an all-whether, emergency vehicle access across Lot CC as shown on the VTSM and in accordance with South San Joaquin County Fire Authority requirements.

C.2.7.10 Bus shelters on Lammers Road

The bus shelters (and turnouts if deemed necessary by the City) shall be constructed as part of the Lammers Road Improvements. Up to three bus shelters shall be placed on each side of Lammers Road between Corral Hollow Road and I-580 at the locations to be determined by the City Engineer. Timing of construction of bus shelters will be determined in the future based on the extension of TRACER's Fixed Route to serve the Project. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for up to six bus shelters at the time of approval of the first Final Map within the Project.

C.2.7.11 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.2.7.12 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.2.7.13 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.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

C.2.7.14 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.

C.2.7.15 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.

C.2.9 Neighborhood and Community Parks

C.2.9.1 The Subdivider shall offer for dedication Parcels “G”, “M”, “P” and “Q” for neighborhood park purposes and Parcel “N” for community park purposes on the Final Map that corresponds to the timing of completion of respective parks as identified in the Planning Department’s Conditions of Approval.

The Subdivider shall design and construct the park improvements consistent with the Tracy Hills Specific Plan, Specific Plan Amendment, Development Agreement 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”) and Development Agreement.

C.2.9.2 The Subdivider shall submit park improvement plans, signed and notarized 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 or at such time as may be specified in the Deferred Improvement Agreement.

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

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

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 for approval.

C.2.10.3 Public Utility Easements on side yard lots shall be adjusted in final neighborhood designs based on actual joint trench design requirements.

C.2.11 Crimson (formerly Shell) Crude Oil Pipeline Easement and Facilities

C.2.11.1 A minimum of 72-hours prior to the beginning of grading operations that may impact the existing Crimson underground facilities within the Project, the Subdivider shall notify the appropriate person at Crimson of the impending work. Grading and improvements affecting Crimson facilities shall comply with applicable Crimson pipeline encroachment permit and construction specifications.

C.2.11.2 The Subdivider shall notify in writing the future buyers of lots about the existing Crimson crude oil pipeline and any requirements or restrictions relating to the existence of the pipeline as required by Crimson, State or Federal regulations. The Disclosure Statement(s) shall be made part of the Sale Deeds and recorded in compliance with the applicable law.

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:

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

- 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 Bearings" 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.

C.3.8 Deferred Improvement Agreement

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

Prior to the City's approval of the first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement, in substantial conformance with the City's standard form agreement, by which (among other things) the Subdivider agrees to complete construction of all remaining public facilities (to the extent the public facilities are not included in the Subdivision Improvement Agreement) which are required by these Conditions of Approval. The Deferred Improvement Agreement shall identify timing requirements for construction of all remaining public facilities, in conformance with the phasing plan submitted by the Subdivider and approved by the City Engineer. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC.

C.3.9 Off-Site Improvement Agreement

Prior to the City's approval of the first Final Map within the Project, or as otherwise provided for in a Deferred Improvement Agreement, the Subdivider shall execute an Off-Site Improvement Agreement, in substantial conformance with the City's standard form agreement, 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 the OIA and Section 12.36.080 of the TMC.

C.3.10 Improvement Security.

The Subdivider shall provide improvement security for all public facilities as required by Subdivision Improvement Agreement, Offsite Improvement Agreement or Deferred 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.3.10.1 Faithful Performance (100% of the estimated cost of constructing the public facilities),
- C.3.10.2 Labor & Material (100% of the estimated cost of constructing the public facilities), and
- C.3.10.3 Warranty (10% of the estimated cost of constructing the public facilities)
- C.3.10.4 Monumentation (\$750 multiplied by the total number of street centerline monuments that are shown on the Final Map)

C.3.11 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.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

- C.3.12 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.3.13 Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.
- C.3.14 Subdivider has submitted signed and stamped Improvement Plans as required in Condition C.2 above.

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 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,

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

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 shall be provided with the submittal of the Improvement Plans. Partial submittal of Hydrologic and Storm Drainage Calculations may be required for Grading Plan review at the discretion of the City Engineer.
- 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 shall be submitted to the Building Safety Division at the time of building permit application for said structures.
- C.4.12 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.4.13 Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

- C.4.14 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.4.15 As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Crimson to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.
- C.4.16 Grading Permit Security to guarantee completion of the grading improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Grading Permit Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC).

C.5 Building Permit

The City will not approve any building permit within the Project boundaries, (except for up to ten model homes and except for a plumbing permit issued for the purpose of perfecting a 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 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:

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

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 by the City (except for model homes) 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

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

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-inch 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 Subdivider (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 Subdivider'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.

Conditions of Approval
Tracy Hills Phase 2 – Vesting Tentative Subdivision Map
Application Number TSM20-0003
October 19, 2021

- C.10.5 The CFD or HOA shall include future costs of maintenance including PG&E charges for all new streetlights 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”
Authorized Representative Contact Information

Initial Contact Information for Developer’s Authorized Representative:

Bridget Koller
Lennar Homes of California, LLC
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
(925) 242-0811
bridgit.koller@lennar.com

TRACY CITY COUNCIL
RESOLUTION 2022-_____

**APPROVING THE OFFSITE IMPROVEMENT AGREEMENT FOR TRACY HILLS
ZONE 5 WATER LINE IMPROVEMENTS**

WHEREAS, on October 19, 2021, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 2 and approved various related land use entitlements, including that certain Vesting Tentative Subdivision Map for Tracy Hills Phase 2, Tract 4057, processed under Application No. TSM20-0003 and approved by Resolution No. 2021-154; and

WHEREAS, the Conditions of Approval for the Vesting Tentative Subdivision Map and the Citywide Water System Master Plan require the Developer, Lennar Homes of California, LLC, to design and construct the Zone 5 water transmission main, extending from the John Jones Water Treatment Plant to the new Zone 5/6 water tanks also being constructed by the Developer; and

WHEREAS, when completed, the Zone 5 water transmission main and Zone 5/6 water tanks will provide potable water service initially to the Tracy Hills Phase 2A development and ultimately to future phases of development within the Tracy Hills Specific Plan Area; and

WHEREAS, the subject Tracy Hills Zone 5 Water Line Improvements will construct the portion of the Zone 5 water transmission main generally extending between the Tracy Airport property and the northern boundary of the Tracy Hills Phase 2 development; and

WHEREAS, the Project will be partly located within the existing public right-of-way for Corral Hollow Road, partly within an Access and Public Utility Easement to be dedicated by Developer to City across the future business park parcel in Tracy Hills Phase 1A, and partly within the existing State right-of-way for the I-580 freeway; and

WHEREAS, improvement plans and specifications for the Tracy Hills Zone 5 Water Line Improvements, which describe in more detail the improvements which are required under the Offsite Improvement Agreement, were prepared on behalf of the Developer and have been approved by the City Engineer; and

WHEREAS, the Developer has executed the Offsite Improvement Agreement and has submitted the required security to guarantee completion of the required improvements; now, therefore, be it

RESOLVED: that the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement for Tracy Hills Zone 5 Water Line Improvements.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 18th day of October 2022 by the following vote:

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

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

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

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the City Council (1) approve Amendment No. 1 to the 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) authorize the City Clerk to file Amendment No. 1 to the Deferred Improvement Agreement with the office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

Lennar Homes of California, a limited liability corporation (Developer) has entered into a Deferred Improvement Agreement (DIA) (Attachment A) with the City per resolution number 2021-151. Developer would like to receive neighborhood park fee credits for the parks they plan to build under the DIA, in compliance with Tracy Municipal Code (TMC) section 13.08.010, which allows a Developer to receive fee credits, pursuant to a written agreement between the Developer and the City. The proposed amendment to the DIA (Attachment B) will detail the neighborhood park credits.

BACKGROUND AND LEGISLATIVE HISTORY

The Developer is the developer of the real property generally bordered by the California Aqueduct to the north, Interstate 580 to the south, Future Lammers Road to the east, the UPRR railroad tracks to the west and near the future Lammers Road interchange to the east (Property). Developer is under contract to purchase the Property from the owner, who has consented to Developer recording the Amendment No. 1 to the DIA (Amendment).

On November 10, 2020, the City Council adopted the Tracy Hills Specific Plan Amendment for Tracy Hills Phase 1B/1C and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1B, Tract 4004 (VTSM), pursuant to Resolution No. 2020-188. Approval of the VTSM was subject to specified conditions of approval (Conditions of Approval).

On October 19, 2021, Developer entered into a DIA, pursuant to Resolution No. 2021-151, by which the Developer agreed to complete construction of all remaining public facilities which are required by the Conditions of Approval (collectively, Deferred Improvements). The DIA describes the Deferred Improvements and the times at which the completion of said improvements and other requirements are due.

The Developer requested to build their required neighborhood park acreage in lieu of paying the neighborhood park development impact fees. Therefore, the Developer is eligible to receive Neighborhood Park fee credits for the Neighborhood Park that they will build in accordance with the DIA.

ANALYSIS

The proposed amendment adds language to the DIA that allows the Developer to start receiving neighborhood park fee credits at the time the Amendment is executed and a bond is posted. Developer has already delivered the corresponding bond to the City. The Amendment

does not change any of the obligations or timing of the improvements specified in the Conditions of Approval and DIA. Additionally, subject to the TMC Section 13.08.010, subsection (g), a Developer may receive fee credits, after having entered into a written agreement with the City. The DIA was approved by Council on October 19, 2021, under Resolution No. 2021-151.

FISCAL IMPACT

The amendment has no impact on the General Fund. Developer will receive neighborhood park fee credits for the neighborhood parks they are building in lieu of paying neighborhood park development impact fees.

COORDINATION

The Engineering Division has consulted with the Parks Department and they agree with the issuance of neighborhood park fee credits.

CEQA DETERMINATION

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.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council (1) approve Amendment No. 1 to the 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) authorize the City Clerk to file Amendment No. 1 to the Deferred Improvement Agreement with the office of the San Joaquin County Recorder.

Prepared by: Veronica Child, Management Analyst II

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Director of Development Services
Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, Interim Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A – Deferred Improvement Agreement Tracy Hills Phase 1B

Attachment B – Amendment No. 1 to Deferred Improvement Agreement Tracy Hills Phase 1B

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

CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004
Page 2 of 9

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

CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004
Page 3 of 9

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

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, a California Corporation
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Bridgit Koller

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.

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004
Page 4 of 9**

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]

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004
Page 5 of 9**

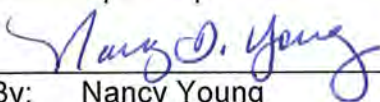
IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY

DEVELOPER:

CITY OF TRACY,
a municipal corporation


LENNAR HOMES OF CALIFORNIA, a
California corporation


By: Nancy Young
Title: MAYOR


By: Bridgit Koller
Title: VICE PRESIDENT,


Date: 11/3/21

Date: 10/4/21

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

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,

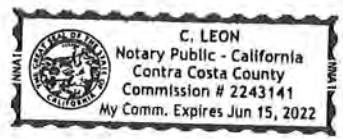
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



(SEAL)

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004
Page 6 of 9**

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

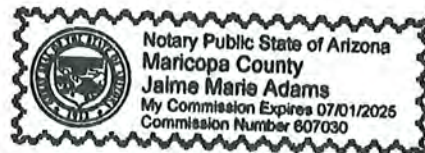
Notary's Signature

Jaime Marie Adams

Name typed or printed

07/01/2025

Commission Expires



CALIFORNIA ACKNOWLEDGMENT

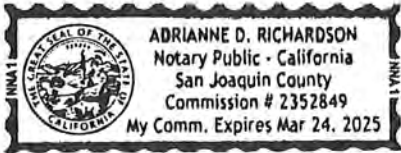
CIVIL CODE § 1189

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, Adrienne 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.



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 [Handwritten 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

Document Date: November 3, 2021 Resolution 2021-151 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Nancy D. Young

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: Mayor

Signer is Representing: City of Tracy

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004
Page 7 of 9**

**EXHIBIT A
(Property Description)**

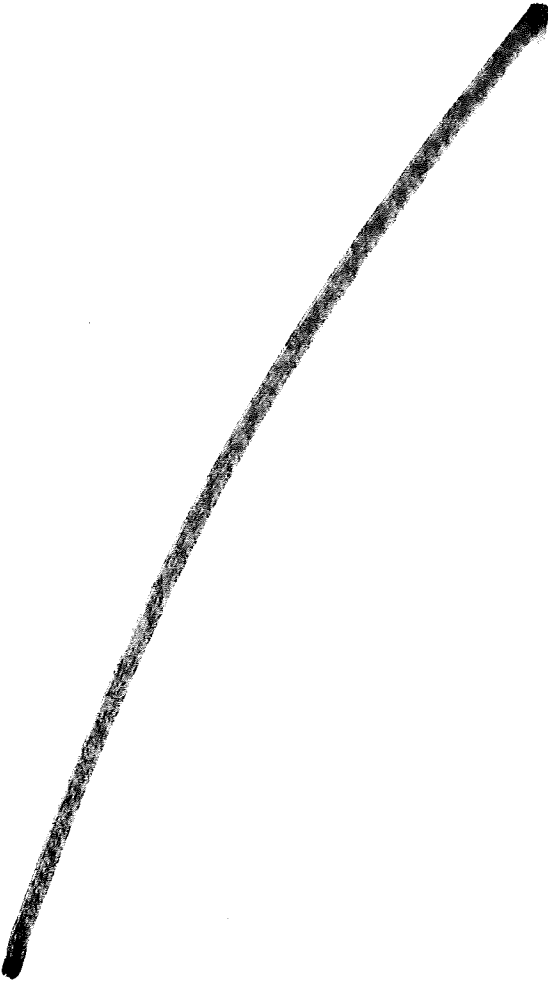


EXHIBIT "A"
Legal Description of Property
Page 1 of 2

**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;

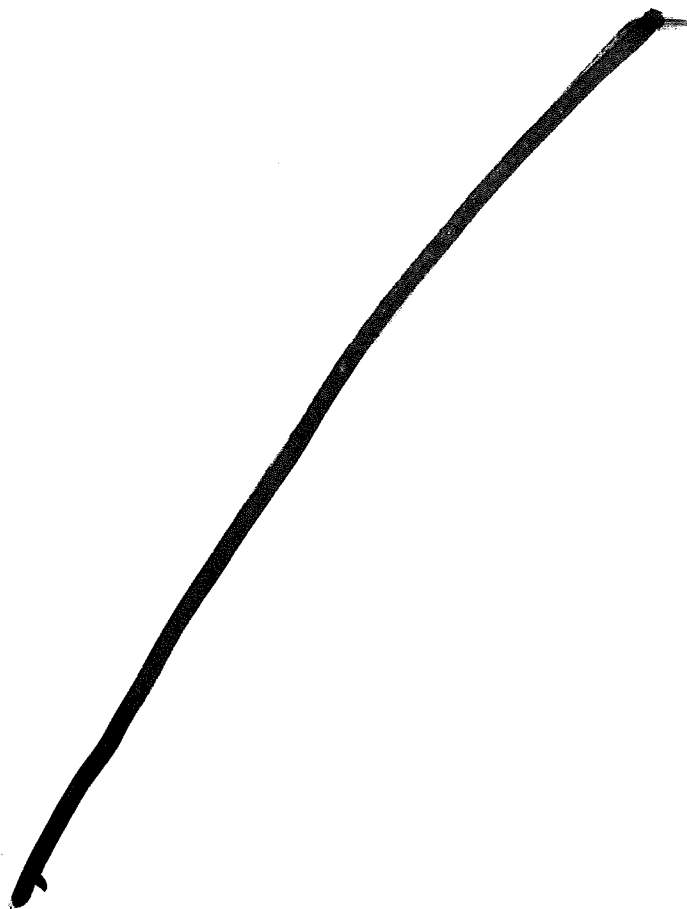
Non-exclusive easements for roadway purposes in two locations, across and beneath the state highway, as reserved in amended Parcel No. 1-A of said Final Order of Condemnation;

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.



**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004
Page 8 of 9**

EXHIBIT B
(Conditions of Approval for Small Lot Tentative Subdivision Map)

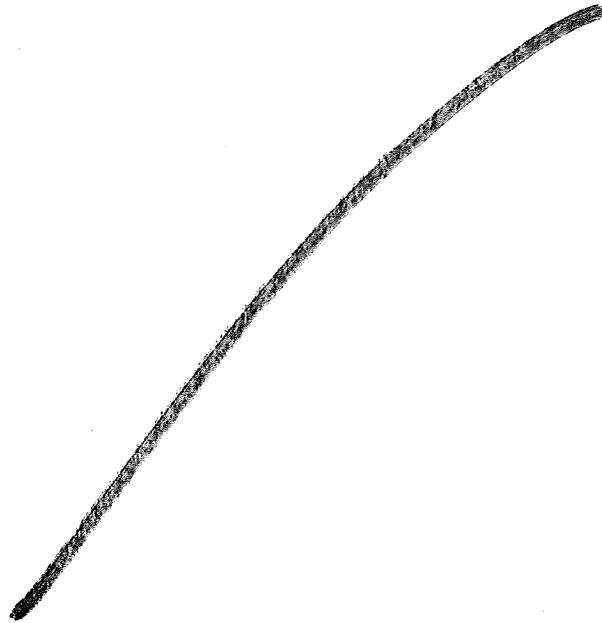


EXHIBIT "B"
Conditions of Approval
Page 1 of 30

**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-weather, 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

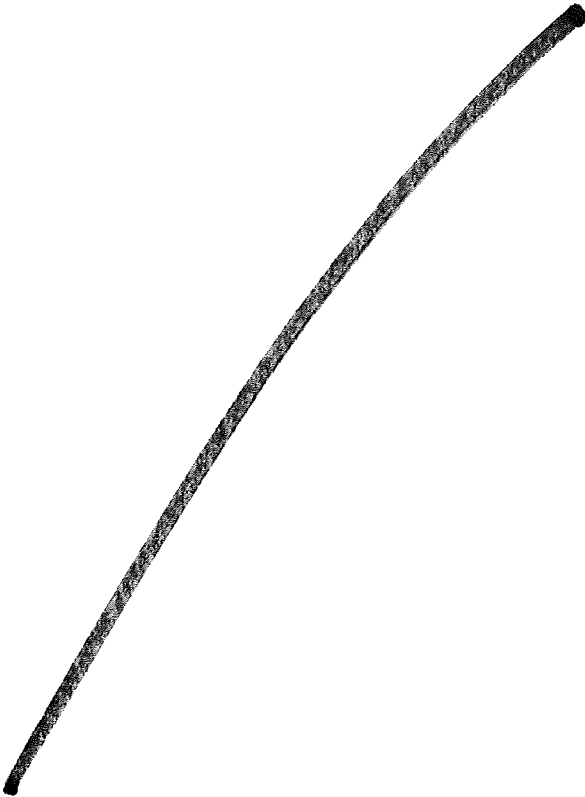
The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed 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.

**CITY OF TRACY – DEFERRED IMPROVEMENT AGREEMENT
TRACY HILLS PHASE 1B, TRACT 4004
Page 9 of 9**

**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.

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

EXHIBIT "C"
Deferred Improvements
Page 3 of 6

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. Corral 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

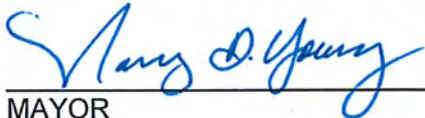
WHEREAS, The Developer has paid the applicable engineering review fees, which include the cost of processing the Deferred Improvement Agreement;

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.

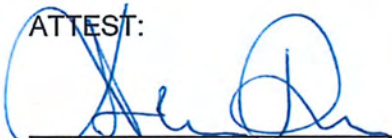
* * * * *

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

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

- 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. ____ approved by Tracy City Council on _____, 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

LENNAR HOMES OF CALIFORNIA, LLC

By: _____
Nancy Young
Title: Mayor
Date: _____

By:  _____
Bridgit Koller
Title: Vice President, Forward Planning
Date: 9/16/22

Attest:

By: _____
Adrienne Richardson, City Clerk

Approved as to form

By: _____
Bijal Patel, City Attorney

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

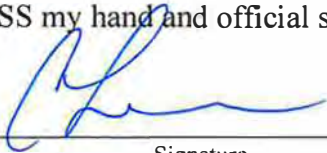
On September 16, 2022, before me, C. Leon. Notary Public
(here insert name and title of the officer)

personally appeared Bridgi Koller,

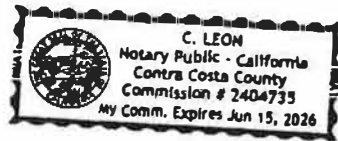
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-_____

-
- (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-_____ was adopted by the Tracy City Council on the 18th day of October 2022 by the following vote:

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

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

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

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution to approve a Pipeline Easement Agreement with Combined Solar Technologies, Inc. for the Tracy Desalination and Green Energy Project

EXECUTIVE SUMMARY

Combined Solar Technologies, Inc. (CST) has constructed and will operate a desalination facility located on City-owned land adjacent to the City's Wastewater Treatment Plant. CST will desalinate and cool the City's treated wastewater effluent and other third-party waters. CST needs to install underground pipes and various other appurtenances within the easement area to deliver the desalinated and cool water to the Wastewater Treatment Plant. An approval of the Pipeline Easement Agreement will allow CST to construct and install the proposed pipelines and appurtenances as part of the Desalination and Green Energy Project (Project)

BACKGROUND AND LEGISLATIVE HISTORY

The Wastewater Treatment Plant's (WWTP) discharge currently contains salt in amounts that exceed the Delta salinity standards and also exceed the temperature requirements contained in the City's wastewater discharge permit. CST developed a process to remove salt from wastewater using distillation and cooling towers to reduce the temperature of the distilled water.

On April 20, 2010, City Council authorized CST to conduct a Green Energy Pilot Project at the Wastewater Treatment Plant by Resolution No. 2010-052. The pilot project demonstrated how thermal desalination can be used to remove salt from Tracy's wastewater. On January 4, 2011, City Council authorized staff to negotiate with CST for completion of a feasibility study.

On April 19, 2011, City Council authorized an Exclusive Negotiation Rights Agreement (ENRA) with CST to reserve a portion of the City-owned former Holly Sugar property for use by the energy project. The property initially located in the County was annexed into the City and CST paid for the annexation cost.

In accordance with the California Environment Quality Act (CEQA) requirements, the City Council adopted a Negative Declaration for the project on May 1, 2012. At its September 4, 2012 meeting, the City Council extended the term of the ENRA and adopted an addendum to the environmental document for an ethanol production plant which included the energy project as part of its component.

On March 18, 2014, City Council extended the term of the ENRA until November 2, 2015. On May 19, 2015, the City Council authorized a lease with CST, then doing business as Tracy Renewable Energy, for 12.5 acres of an unused portion of the former Holly Sugar property for the purposes of the project.

Under a separate agreement between the City and CST, per City Council Resolution 2018-089, CST will pump the City's treated wastewater effluent from the City's emergency storage ponds to the Desalination Plant, which will then deliver desalinated and cool water back into the WWTP. CST has informed the City that the construction of the Desalination

Plant is complete and requires that it construct and install a new underground force main, distilled water distribution pipeline, pump station, and associated appurtenances within the WWTP property as part of the Desalination and Green Energy Project.

ANALYSIS

The approval of the pipeline easement will allow CST to construct and install the remaining Project appurtenances (pipelines, pumpstation, etc.) within the WWTP property. Upon completion, the Project implementation would effectively remove salt from approximately 13% of the WWTP's effluent. The treated desalination water would then be blended back into the remaining WWTP effluent prior to discharge into the Delta. The newly blended and treated effluent will have lower salinity and will assist the City in compliance with all applicable Delta salinity standards. Additionally, the project will lower the temperature of the WWTP effluent discharged into the Delta. The desalination plant includes water cooling facilities in the form of a cooling tower. When needed, the treated desalination water would be reduced in temperature to below the ambient temperature of the WWTP wastewater and then be blended back into the remaining WWTP effluent prior to discharge into the Delta. The newly blended effluent will have a lower temperature and will assist the City in compliance with applicable Delta discharge temperature requirements.

FISCAL IMPACT

CST will construct and install the project facilities at no cost to the City.

CEQA DETERMINATION

In accordance with the California Environment Quality Act (CEQA) requirements, the City Council adopted a Negative Declaration for the project on May 1, 2012. At its September 4, 2012 meeting, the City Council extended the term of the ENRA and adopted an addendum to the environmental document for an ethanol production plant which included the energy project as part of its component.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the delivery of improved wastewater effluent water quality.

ACTION REQUESTED OF THE CITY COUNCIL

Approve a Pipeline Easement Agreement with Combined Solar Technologies, Inc. for the Tracy Desalination and Green Energy Project.

Prepared by: Lemar Saffi, Assistant Engineer

Reviewed by: Sara Cowell, Interim Finance Director
James Jackson, Operations and Utilities Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments: A – Pipeline Easement Agreement

After Recording Return To:
City of Tracy
Attn: City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Space above This Line for Recorder's Use

Pipeline Easement Agreement

This 2022 Pipeline Easement Agreement (“Agreement”) is entered into by and between the City of Tracy, California (“City”) and Combined Solar Technologies, Inc. (“CST”) – also referred to each individually as a “Party” and collectively as “Parties”.

RECITALS

- A. The City is the owner in fee of the certain real property also called City’s Wastewater Treatment Plant located in the City of Tracy, County of San Joaquin, State of California, more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”)
- B. CST is constructing and will operate a desalination facility on another City owned land adjacent to the City’s Wastewater Treatment Plant leased by CST that will desalinate and cool City’s treated wastewater effluent and other third-party waters.
- C. Under a separate agreement with the City per City Council Resolution 2018-089, CST will pump City’s treated wastewater effluent from the City’s storage ponds located north of the Property and will pump the desalinated and cool water back into the Property.
- D. CST needs to install a pipe within the easement area in the Property to deliver the desalinated and cool water.
- E. CST intends to construct and install a new underground force main, distilled water distribution pipeline, pumpstation and associated appurtenances (collectively, the “Project Facilities”) within the Property as part of the Desalination and Green Energy Project – herein referred to as “Project”.
- F. The Parties desire to provide for the conveyance by City to CST of an easement on the Property for the purposes of constructing, reconstructing, installing, maintaining, repairing, improving, operating, and replacing the Project Facilities under the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the recitals (which are a material part of this Agreement), promises and agreements herein contained, the sufficiency of which are hereby acknowledged, CST and the City agree as follows:

AGREEMENT

1. Grant of Easement. City hereby grants to CST, its successors and assigns an easement for ingress, egress, and access upon, over, across, through and under the City's Property, described in Exhibit A ("**Legal Description**") and Exhibit B ("**Plan Area**"), for the purpose of constructing, reconstructing, installing, maintaining, repairing, improving, operating, and replacing the Project Facilities.

2. Term. The term of this Agreement is 15 years and shall commence on the date of execution of this agreement. (the "Term"). Six months prior to the expiration of the term of this Agreement, either Party may provide written notice to the other Party pursuant to Section 8-D, to extend the term of this Agreement for an additional period of 10 years and to propose any amendments to the Agreement. Within three months after expiration of the agreement or if the agreement is terminated by either party in accordance with the terms of this agreement, CST must remove the Project Facilities and restore the property affected thereby to its original condition.

During the term of the agreement CST shall post a Performance and Labor and Materials bond in favor of the City for completion of this work each in the amount of \$200,000 as approved by the City.

3. Use. During the term of this Agreement, CST shall use and occupy the Easement Area for the construction, reconstruction, installation, maintenance, repair, improvement, replacement and operation of Project Facilities. All improvements constructed and maintained thereon shall be used by CST for the use specified and for no other use or purpose. CST shall not use or permit any other person to use the premises, or any part thereof for any improper or offensive use or to constitute a nuisance; and CST shall at all times during said term of Agreement conform to and cause all persons using or occupying any part of said premises to comply with, all public laws, ordinances, and regulations from time to time applicable thereto and to all operations thereon.

4. Non-Exclusive. The Easement is not exclusive. City retains the right to make any use of the Parcels that do not interfere unreasonably with CSTs free use and enjoyment of the Easement. CST agrees to cooperate with City and others with rights to use the Easements as may be necessary.

5. Default. CST shall be in default of this Agreement, if the City determines that any of the following conditions exist (which conditions are not intended to constitute the exclusive basis for default):

- A. CST abandons the Property, after providing the City a written notice at least 6-months in advance.
- B. CST violates any legal requirement relating to the Use of the Property.

C. CST fails to abide by any covenant or conditions contained in this Agreement.,

In the event CST, fails within thirty (30) calendar days after receipt of written notice, to either cure the default or provide adequate written assurance to the reasonable satisfaction of City that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:

- A. Terminate the Agreement.
- B. File an unlawful detainer action against CST to regain possession of the Property.
- C. Any other judicial remedies available to City.

6. Indemnification. CST shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses) resulting from or arising out of the performance or non-performance of any of CST's obligations under this Agreement (including CST's agents, representatives, contractors, subcontractors, and employees), except to the extent such claims are the result of the active negligence or willful misconduct of the City or its agents, representatives, contractors, subcontractors, and employees. CST's indemnification shall specifically include, but not be limited to, all claims arising out of property damage and personal injury. CST's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. CST shall reimburse City for any expenditures City incurs by reason of such matters.

City shall indemnify, defend, and hold harmless CST, its directors, officers, agents representatives, contractors subcontractors and employees, from and against any claims (including all litigation, demands, damages, liabilities, costs, and expenses) arising from or arising out of the performance or non-performance of any of City's obligations under this Agreement, except to the extent such claims are the result of the active negligence or willful misconduct of CST or its agents, representatives, contractors, subcontractors, and employees. City's indemnification shall specifically include, all claims arising out of property damage and personal injury.

7. Miscellaneous.

A. Waivers, and Amendments. All waivers of the provisions of this Easement Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions, or obligations of this Easement Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions, or obligations of this Easement Agreement. This Easement Agreement may not be modified, terminated, or rescinded, in whole or in part, except by a written instrument duly executed and acknowledged by City, or its successors or assigns, and CST, or its successors or assigns, and duly recorded in the Office of the San Joaquin County Recorder.

B. Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement must be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

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

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

City: City of Tracy
Attn: Utilities Director
3900 Holly Drive
Tracy, CA 95304

CST: Frank Schubert
P.O Box 583
Tracy, CA 95378
Phone: 831-224-2513
Email: Therub9@aol.com

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective 96 hours after deposit in the mails. Any notice given by overnight delivery service shall be effective twenty-four hours after deposit with such service. Any party may change its address for notice by giving written notice of such change to the other party.

E. Attorney Fees. If it is necessary for any Party to commence legal action or arbitration to enforce the terms of this Agreement, the prevailing party is entitled to reasonable attorney's fees, expenses and costs incurred. The expenses and costs incurred include, without limitation to other reasonable types of outlay directly caused by or reasonably required by the litigation or dispute, the costs of any experts employed in either the preparation or presentation of evidence in the proceedings.

F. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to execute this Agreement. The Parties may execute this Agreement in several counterparts, which will, in the aggregate, be signed by all Parties. Each counterpart is considered an original instrument as against any party who has signed it.

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

City of Tracy

By: _____
Nancy D. Young, Mayor

Authorized by Resolution No. _____

Date: _____

Attest: _____

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Combined Solar Technologies, Inc.

By: _____
Frank Schubert, President

Title: _____

Date: 9/22/2022

Federal Employer Tax ID No. 27-5349949

City Business License No. 06011146

By: _____
Kystal Wilson

Title: VP Admin

Date: 9/22/22



EXHIBIT "A"
LEGAL DESCRIPTION
UTILITY EASEMENT NORTH OF ARBOR AVENUE

BEING A PORTION OF "UNIT NO. 1 – PESCADERO COLONY" FILED IN BOOK OF MAPS VOLUME 10 PAGE 44, SAN JOAQUIN COUNTY RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2.5 INCH DISC IN A MONUMENT WELL AT THE INTERSECTION OF HOLLY DRIVE AND ARBOR AVENUE; THENCE SOUTH 89°25'37" WEST A DISTANCE OF 742.68 FEET TO A NAIL AND WASHER STAMPED "GENASCI PLS8660" IN THE CENTERLINE OF ARBOR AVENUE. THENCE CONTINUING ALONG LAST LINE SOUTH 89°25'37" EAST A DISTANCE OF 1171.68 FEET. THENCE NORTH 65°37'25" EAST A DISTANCE OF 62.24 FEET TO THE POINT OF BEGINNING.

THENCE FROM SAID POINT OF BEGINNING, NORTH 00°24'41" EAST, A DISTANCE OF 1225.00 FEET;

THENCE NORTH 89°35'19" WEST, A DISTANCE OF 20.57 FEET TO THE WEST LINE OF SAID MAP;

THENCE ALONG LAST SAID WEST LINE NORTH 00°24'41" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 89°35'19" EAST, A DISTANCE OF 125.57 FEET;

THENCE SOUTH 00°24'41" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 89°35'19" WEST, A DISTANCE OF 95.00 FEET;

THENCE SOUTH 00°24'41" WEST, A DISTANCE OF 1225.70 FEET;

THENCE NORTH 85°33'40" WEST, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 18532 SQUARE FEET OR 0.425 ACRES, MORE OR LESS.

THE LEGAL DESCRIPTION HEREIN IS BASED UPON A SURVEY MADE BY WOOD RODGERS OR UNDER MY DIRECTION IN JANUARY 2022. THE BEARINGS CONTAINED HEREIN ARE BASED UPON CALIFORNIA STATE PLANE ZONE 3.

A PLAT OF THE ABOVE DESCRIBED PROPERTY IS ATTACHED AS EXHIBIT "B" AND BY THIS REFERENCE MADE A PART THEREOF.

END OF DESCRIPTION

RYAN M. SEXTON / PLS 9177

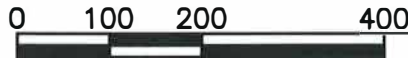


EXHIBIT 'B'

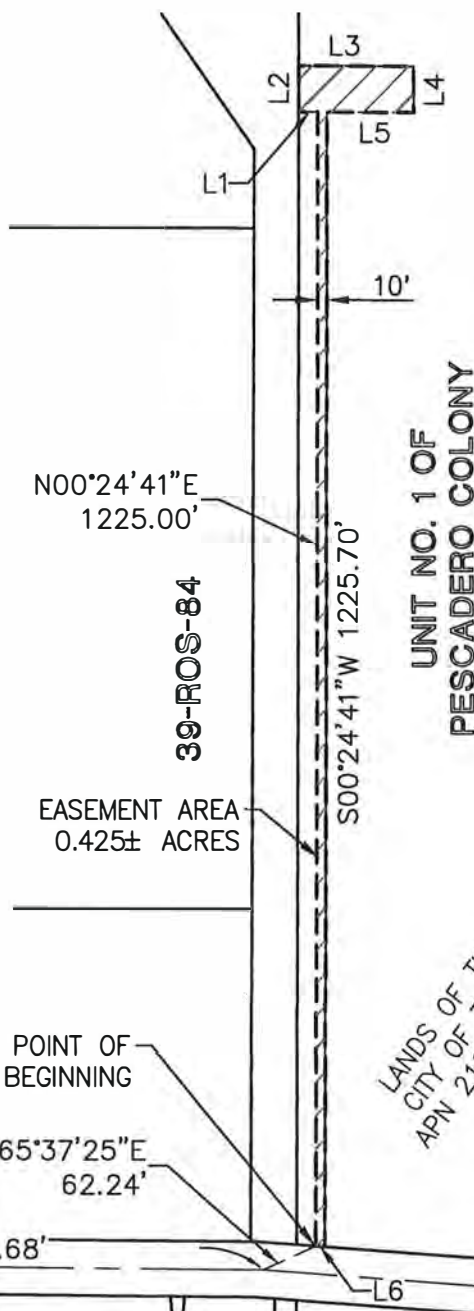
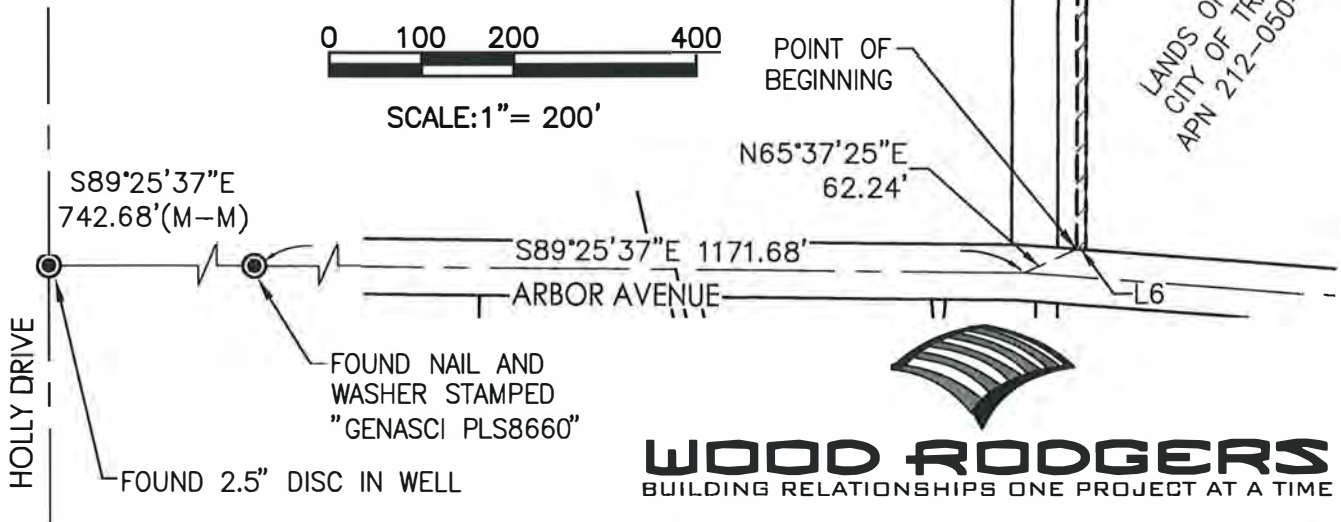
PLAT TO ACCOMPANY
DESCRIPTION

UTILITY EASEMENT NORTH OF ARBOR AVENUE
CITY OF TRACY
SAN JOAQUIN COUNTY STATE OF CALIFORNIA

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°35'19"W	20.57'
L2	N0°24'41"E	50.00'
L3	S89°35'19"E	125.57'
L4	S0°24'41"W	50.00'
L5	N89°35'19"W	95.00'
L6	N85°33'40"W	10.02'



SCALE: 1" = 200'



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

4670 WILLOW ROAD, STE 125 TEL 925.847.1556
PLEASANTON, CA 94588 FAX 925.847.1557

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)

County of SAN JOAQUIN)

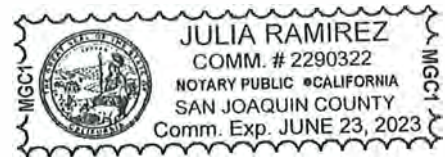
On Sept 22, 2022 before me, Julia Ramirez, Notary Public
(here insert name and title of the officer)

personally appeared FRANK Schubert and
KRYSTAL Wilson

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

Julia Ramirez

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-_____

APPROVING A PIPELINE EASEMENT AGREEMENT WITH COMBINED SOLAR TECHNOLOGIES, INC. FOR THE TRACY DESALINATION AND GREEN ENERGY PROJECT

WHEREAS, the Wastewater Treatment Plant's (WWTP) discharge currently contains salt in amounts that exceed the Delta salinity standards and also exceed the temperature requirements contained in the City's wastewater discharge permit; and

WHEREAS, on April 20, 2010, City Council authorized Combined Solar Technologies, Inc. (CST) to conduct a Green Energy Pilot Project at the Wastewater Treatment Plant by Resolution No. 2010-052; and

WHEREAS, on April 19, 2011, City Council authorized an Exclusive Negotiation Rights Agreement (ENRA) with CST to reserve a portion of the City-owned former Holly Sugar property for use by the energy project; and

WHEREAS, on March 18, 2014, City Council extended the term of the ENRA until November 2, 2015;

WHEREAS, On May 19, 2015, the City Council authorized a lease with CST, then doing business as Tracy Renewable Energy, for 12.5 acres of unused portion of the former Holly Sugar property for the purposes of the project; and

WHEREAS, CST developed a process to remove salt from wastewater using distillation and cooling towers to reduce the temperature of the distilled water; and

WHEREAS, CST has constructed and will operate a desalination facility located on City owned land adjacent to the City's Wastewater Treatment Plant; and

WHEREAS, CST will desalinate and cool the City's treated wastewater effluent and other third-party waters; and

WHEREAS, CST has informed the City that the construction of the Desalination Plant is complete and requires that it construct and install a new underground force main, distilled water distribution pipeline, pump station, and associated appurtenances within the WWTP property as part of the Desalination and Green Energy Project; and now therefore be it

RESOLVED, that the City Council of the City of Tracy, adopt a Resolution to approve a Pipeline Easement Agreement with Combined Solar Technologies, Inc. for the Tracy Desalination and Green Energy Project.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on October 18, 2022, by the following vote:

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

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

ATTEST:

ADRIANNE RICHARDSON
City Clerk and Clerk of the Council of the
City of Tracy, California

Agenda Item 1.H

RECOMMENDATION

Staff recommends City Council approve the First Amendment to the Subdivision Improvement Agreement for West Parkway Village and authorize the City Clerk to record the First Amendment to the Subdivision Improvement Agreement for West Parkway Village with the San Joaquin County Clerk.

EXECUTIVE SUMMARY

Approval of the First Amendment to the Subdivision Improvement Agreement will allow R&B DELTA II, LLC (Subdivider) to continue with the construction of the infrastructure improvements related to the development of 14 parcels on approximately 17.6 acres, located on the Southeast corner of Interstate 205 and International Parkway. The previously approved improvements were a part of a 2021 Subdivision Improvement Agreement (SIA); this amendment will allow the Subdivider one more year to complete the public improvements.

BACKGROUND AND LEGISLATIVE HISTORY

Subdivider is responsible for the construction of infrastructure improvements to the development of West Parkway Village. The SIA, which authorized the Subdivider to proceed with the construction of said improvements was approved by the City Council on June 01, 2021, pursuant to Resolution No. 2021-066, and was recorded in San Joaquin County Records on July 18, 2021, as Document No. 2021-120624 in San Joaquin County Records and is on file with the City Clerk.

The infrastructure improvements that are the subject of the First Amendment are part of Infrastructure improvement Agreement between the City of Tracy and the R&B Delta II, LLC, and therefore the said improvements will be funded and performed by the R&B Delta II, LLC.

ANALYSIS

Section 2.3 of the SIA required Subdivider to complete the improvements by July 13, 2022. Due to unforeseen challenges, Subdivider has been unable to complete the improvements by the noted deadline and timely requested an extension to perform the work required under the Agreement. Pursuant to Section 12.36.100(c)(1) of the Tracy Municipal Code, the City Council may extend the time for completion of work by formal action.

This First Amendment will extend the date of completion of improvements included in the SIA to July 13, 2023.

FISCAL IMPACT

There will be no impact to the General Fund. The infrastructure improvements that are the subject of the First Amendment are part of Infrastructure improvement Agreement between the City of Tracy and the R&B Delta II, LLC, and therefore the said improvements will be funded and performed by the R&B Delta II, LLC. The Subdivider has paid the applicable engineering review fees which include the cost of the processing of the First Amendment.

CEQA DETERMINATION

The project is consistent with the Final Revised Environmental Impact Report (EIR) certified by the City Council on September 3, 2013 for the Cordes Ranch Specific Plan (SCH# 2011122015). Pursuant to CEQA Guidelines Section 15162 and Public Resources Code Section 21166, no subsequent EIR shall be prepared for the project because the project has a certified EIR and no substantial changes are proposed in the project that would require major revisions to the previous EIR; no substantial changes have occurred with respect to the circumstances under which the project will be undertaken that would require major revisions to the previous EIR; and no new information of substantial importance regarding significant effects, mitigation measures, or alternatives for this project has become known, which was not known at the time the previous EIR was certified as complete. Therefore, no further environmental review is necessary.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

That the Tracy City Council, by Resolution approve the First Amendment to the Subdivision Improvement Agreement for West Parkway Village and authorize the City Clerk to file the First Amendment with the Office of the San Joaquin County Recorder.

Prepared by: Al Gali, Associate Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Director of Development Services
Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, Interim Finance Director
Midori Lichtwardt, Assistant City Manager

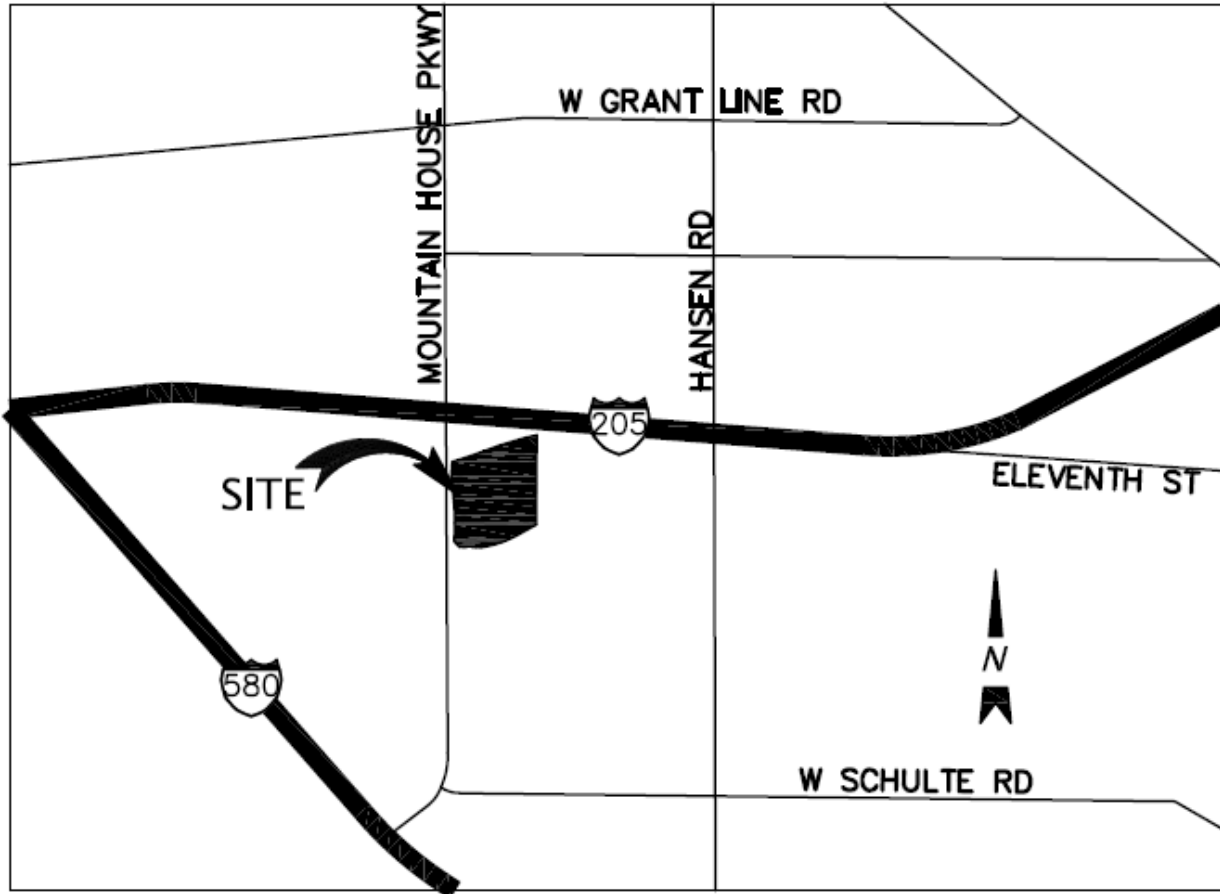
Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – First Amendment to SIA

Attachment A

Vicinity Map



VICINITY MAP

NOT TO SCALE

Recording Requested By:

City of Tracy
Development Services
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

**CITY OF TRACY
FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT
FOR WEST PARKWAY VILLAGE**

This **FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR WEST PARKWAY VILLAGE** (hereinafter "First Amendment") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **R&B DELTA II, LLC**, a California limited liability company (hereinafter "Subdivider").

RECITALS

- A. On June 1, 2021, pursuant to Resolution No. 2021-066, the City Council approved a Subdivision Improvement Agreement to authorize the Subdivider to proceed with the construction of infrastructure improvements related to the development of 14 parcels on approximately 17.6 acres, located on the Southeast corner of Interstate 205 and International Parkway (the "Agreement"). The Agreement was subsequently executed by the City and Subdivider and was recorded on July 18, 2021, as Document No. 2021-120624 in San Joaquin County Records and is on file with the City Clerk.
- B. Section 2.3 of the Agreement required Subdivider to complete the improvements by July 13, 2022.
- C. Due to unforeseen challenges, Subdivider has been unable to complete the improvements by the noted deadline and timely requested an extension to perform the work required under the Agreement.
- D. Pursuant to Section 12.36.100(c)(1) of the Tracy Municipal Code, the City Council may extend the time for completion of work by formal action, which the City Council did on September 6, 2022, through Resolution _____.

- E. Pursuant to the authority granted by Resolution _____, the City and Subdivider now wish to amend the Agreement to extend the term of the Subdivision Improvement Agreement as set forth herein.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This First Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement unless specifically modified by this First Amendment. All terms and conditions set forth in the Agreement not specifically modified by this First Amendment shall remain in full force and effect.
2. **AMENDMENTS TO THE SUBDIVISION IMPROVEMENT AGREEMENT.**
 - 2.1. Completion of the Work, as defined by Section 2.3 of the Agreement is hereby amended and replaced in its entirety to read as follows:

“The Subdivider shall complete all Work no later than 24 months after the City’s execution of this Agreement.”
3. **SIGNATURES.** The individuals executing this First Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this First Amendment on behalf of the respective legal entities of the Subdivider and the City. This First Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
4. **MODIFICATIONS.** This Amendment may not be modified orally or in any manner other than an agreement in writing signed by both parties, in accordance with the requirements of this Agreement
5. **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.

[remainder of this page intentionally left blank]

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

CITY OF TRACY,
a municipal corporation

By: Nancy Young
Title: MAYOR
Date: _____

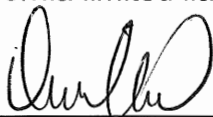
Attest:

By: Adrienne Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Bijal Patel
Title: CITY ATTORNEY
Date: _____

SUBDIVIDER:
R&B Delta II, LLC,
a California limited liability company



By: Drew Mickel
Title: VICE PRESIDENT
Date: 9/7/22

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 7, 2022 before me, Kathryn L. Gorman, Notary Public
(insert name and title of the officer)

personally appeared Drew Mickel,
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)



APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-_____

APPROVING THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR WEST PARKWAY VILLAGE AND AUTHORIZING THE CITY CLERK TO RECORD THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR WEST PARKWAY VILLAGE WITH THE SAN JOAQUIN COUNTY CLERK

WHEREAS, the Subdivision Improvement Agreement for West Parkway Village (SIA), executed by the City of Tracy (City) and R&B DELTA II, LLC (Subdivider), was approved by the City Council on June 01, 2021 and was recorded in San Joaquin County Records on July 18, 2021; and

WHEREAS, the SIA authorized the Subdivider to proceed with the construction of infrastructure improvements necessary for the development of West Parkway Village; and

WHEREAS, Section 2.3 of the SIA required Subdivider to complete the improvements by July 13, 2022; and

WHEREAS, due to unforeseen challenges, Subdivider has been unable to complete the improvements by the noted deadline and timely requested an extension to perform the work required under the SIA; and

WHEREAS, pursuant to Section 12.36.100(c)(1) of the Tracy Municipal Code, the City Council may extend the time for completion of work by formal action; and

WHEREAS, the Subdivider is requesting approval of the First Amendment to the Subdivision Improvement Agreement for West Parkway Village (First Amendment) to allow additional time for completion of the construction of the infrastructure improvements within the West Parkway Village; and

WHEREAS, the First Amendment will extend the date of completion of improvements included in the SIA to July 13, 2023; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the First Amendment to the Subdivision Improvement Agreement for West Parkway Village and authorizes the City Clerk to file the First Amendment with the Office of the San Joaquin County Recorder.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 18th day of October 2022 by the following vote:

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

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

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

Agenda Item 1.I

RECOMMENDATION

Staff recommends City Council adopt a Resolution authorizing the Mayor to execute a Longitudinal Pipeline and Crossing Agreement with Union Pacific Railroad Company (UPRR).

EXECUTIVE SUMMARY

The Longitudinal Pipeline and Crossing Agreement with UPRR will allow the City, and its assignees to construct an underground storm drain pipe under a UPRR spur and said underground storm drain pipe would allow an existing 180 residential unit development (RUD) constructed by Bright Development (Bright) to drain into the City storm drain system. The development currently drains into a temporary retention basin.

BACKGROUND AND LEGISLATIVE HISTORY

On October 11, 1995, the City approved Bright's Vesting Tentative Subdivision Map (VTM) for a residential development known as Larkspur Estates. The residential development is located on the west side of MacArthur Drive about a quarter mile north of Valpico Road. Larkspur Estates was planned to be a one hundred eighty (180) single-family RUD. Due to the lack of direct underground storm drain connection, Bright had to construct a temporary retention basin within Larkspur Estates' boundaries to store the storm water run-off. Since that time, the City has acquired the land required to construct the ultimate drainage solution in the area (i.e. Detention Basin 2B). Subsequently, Bright proposed to construct a portion of ultimate drainage solution and construct the direct underground storm drain connection underneath UPRR's spur directly west of Cairo Court.

ANALYSIS

The City recently acquired the land required to construct the ultimate Detention Basin 2B. Subsequently, Bright, the owner of the parcel containing the temporary retention basin, proposed to construct a portion of ultimate Detention Basin 2B on behalf of the City and construct the direct underground storm drain connection underneath the UPRR spur. As a result, Bright would bench and fill the temporary retention basin, reroute the underground storm drain pipe on Cairo Court, and create the residential foundation pads. The City or another developer will construct the remainder of the ultimate basin. The Longitudinal Pipeline and Crossing Agreement with Union Pacific Railroad Company will allow the City, and its assignees (i.e. Bright), to construct the direct underground storm drain connection underneath the UPRR spur and said underground storm drain pipe would allow Larkspur Estates to drain into the City storm drain system. Larkspur Estates currently drains into a temporary retention basin.

FISCAL IMPACT

The Subdivider has paid the applicable engineering review fees, which include the cost of processing the Longitudinal Pipeline and Crossing Agreement.

COORDINATION

The City is coordinating with Union Pacific Railroad Company and the Bright Development as Bright Development will construct the underground pipe as proposed in a subsequent agreement that will be presented to City Council for its consideration.

CEQA DETERMINATION

The completion of the Larkspur Estates development is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15332 because the project is characterized as in-fill development and (1) is consistent with the General Plan designation of Residential Low and all applicable General Plan policies, as well as consistent with the Low Density Residential (LDR) Zone and with all applicable zoning regulations, (2) occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses, (3) has no value as habitat for endangered, rare or threatened species, (4) would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (5) can be adequately served by all required utilities and public services. The direct underground storm drain connection and its administrative approvals were included in the above CEQA analysis. Therefore, no further environmental review is necessary.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Economic Development Strategy to ensure physical infrastructure necessary for development.

ACTION REQUESTED OF THE CITY COUNCIL

Recommending the adoption of a resolution authorizing the Mayor to execute a Longitudinal Pipeline and Crossing Agreement with Union Pacific Railroad Company.

Prepared by: Al Gali, Associate Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Director of Development Services
Kris Balaji, PMP, PE, Development Services Department Director
Sara Cowell, Interim Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Longitudinal Pipeline and Crossing Agreement



July 22, 2022
Folder: 03214-10

AL GALI
CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY CA 95376

RE: Proposed Construction of One (1) Underground 51 Inch RCP Crossing and Encroachment Storm Drain Encased In A 65.6 Inch Steel Casing Pipeline Encroachment at Mile Posts 81 on the Tracy Subdivision at or near Tracy, San Joaquin County, California

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed packaged with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Valerie Harrill.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Twenty Five Thousand Nine Hundred Dollars (\$25,900.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03214-10 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (upr.marsh.com).

If you have any questions concerning this Agreement, please contact me at (402) 544-8801.

Sincerely,

Thomas Leddy
Sr. Analyst - Real Estate Email :
tleddy@up.com

LONGITUDINAL PIPELINE AND CROSSING AGREEMENT

Mile Posts 81 Tracy Subdivision
Location: Tracy, San Joaquin County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of July 22, 2022, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF TRACY**, to be addressed at 333 Civic Center Plaza, Tracy, California 95376 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) 51 inch RCP storm drain crossing encased in a 65.6 inch steel casing and 190 feet of 51 inch storm drain pipeline encroachment only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Tracy, San Joaquin County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated November 09, 2020, attached hereto as **Exhibit A and A-1** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) 51 inch RCP storm drain crossing encased in a 65.6 inch steel casing and 190 feet of 51 inch storm drain pipeline encroachment, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A and A-1**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Twenty Five Thousand Nine Hundred Dollars (\$25,900.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
 Attn: Analyst – Real Estate Utilities (Folder No. 03214-10)
 1400 Douglas Street, MS 1690
 Omaha, Nebraska 68179

If to Licensee: CITY OF TRACY
 333 Civic Center Plaza

Tracy, California, 95376

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensors requires Licensee to provide monitoring of tracks and construction observation through Licensors approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF TRACY

By: _____

By: _____

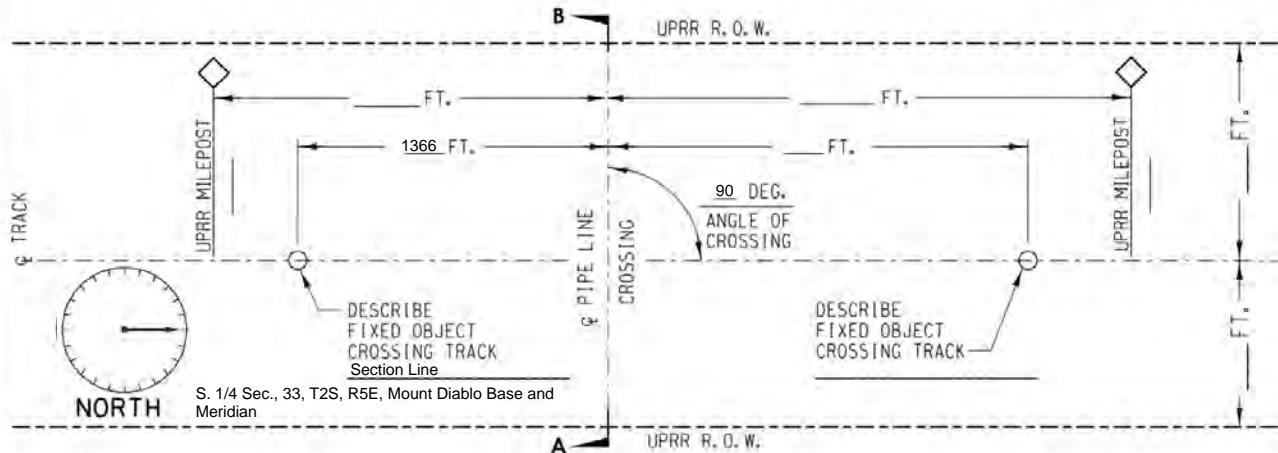
Jim Hild
Director - Real Estate Contracts

Name Printed: _____

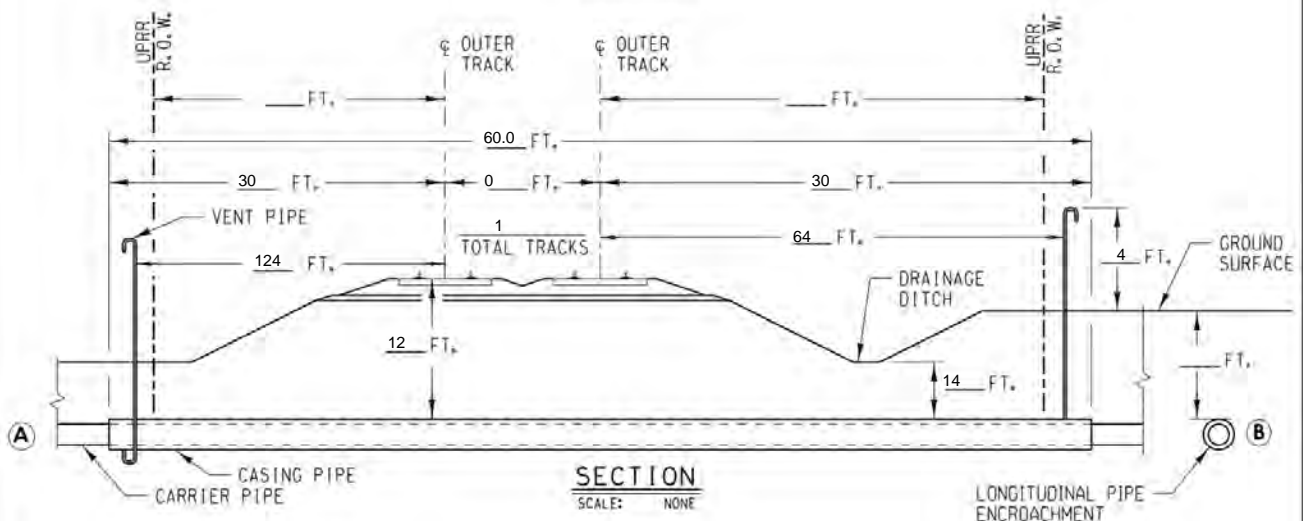
Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1. CHAPTER 1. PART 5. SECTION 5.1

- A) METHOD OF INSTALLATION OPEN TRENCH
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL CL IV RCP IF RCP, CLASS V? NO
 COMMODITY TO BE CONVEYED STORM DRAINAGE
 OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 8.25" DIAMETER 51" IN.
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE IF RCP, CLASS V? NA
 TOTAL LENGTH CASING PIPE: 60 FT.
 WALL THICKNESS 0.938" IN. DIAMETER 65.5" IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES
30 AND 30.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:		
TRACK TYPE: INDUSTRY OR SPUR TRACK		
M.P.:	LAT.: 37.71444444	
E.S.M.:	LONG.: -121.42527778	
NEAREST CITY:	COUNTY:	STATE:
TRACY	SAN JOAQUIN	CA
APPLICANT: CITY OF TRACY		
FILE NO.:	0321410	DATE: 11/9/2020



CROSSING OF INDUSTRY TRACK
ON CITY OWNED PROPERTY

190 FEET OF STORM DRAIN
PIPELINE ENCROACHMENT



LEGEND:

- PIPELINE ENCROACHMENT - - - - -
- PIPELINE CROSSING - - - - -
- UPRRCO. R/W OUTLINED - - - - -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A-1"

UNION PACIFIC RAILROAD COMPANY

TRACY, SAN JOAQUIN COUNTY, CA

M.P. 81 - TRACY SUB (SPUR TRACK)

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 11-9-2020

PJB FILE: 0321410

CADD FILENAME	0321410
---------------	---------

SCAN FILENAME	
---------------	--

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the

additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION 2022-_____

**AUTHORIZING THE MAYOR TO EXECUTE A LONGITUDINAL PIPELINE AND
CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY**

WHEREAS, a Vesting Tentative Map Tract 3804, Application Number TSM19-0003, to construct thirteen single family lots and homes located at Cairo Court was approved by City Council on September 1, 2020; and

WHEREAS, approval of Vesting Tentative Map Trac 3804 was subject to Conditions of Approval which among other requirements, requires the project to complete a portion of Detention Basin 2B and connect existing underground pipes in Cairo Court to Detention Basin 2B; and

WHEREAS, in order for the project to complete underground pipes required by the Conditions of Approval, the City needs permission from Union Pacific Railroad Company to cross an existing rail road spur; and

WHEREAS, these facilities will be located within utility corridor specified by Union Pacific shown in Exhibit A attached to the Longitudinal Pipeline and Crossing Agreement attached to this resolution (Attachment A); and

WHEREAS, the Longitudinal Pipeline and Crossing Agreement and related documents have been reviewed by the City Engineer and City Attorney; now, therefore, be it

RESOLVED: that the City Council of the City of Tracy hereby adopts a resolution approving the Mayor to execute a Longitudinal Pipeline and Crossing Agreement with Union Pacific Railroad Company.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on 18th of October 2022 by the following vote:

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

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

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

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council (1) receive an informational report regarding the concept, design, and cost options for the Multi-Generational Recreation Center (CIP 78178), and (2) adopt a Resolution authorizing an appropriation in the amount of \$15,800,000 from General Fund Reserves for the Multi-Generational Recreation Center (CIP 78178) to incorporate improvements to El Pescadero Park.

EXECUTIVE SUMMARY

This report requests that City Council authorize a budget augmentation of an additional \$15,800,000 for the Multi-Generational Recreation Center CIP 78178, and also requests that City Council receive an informational report regarding the concept, design, and cost options for the facility. These actions will facilitate the completion of the MGRC project, including renovation of El Pescadero Park.

BACKGROUND AND LEGISLATIVE HISTORY

In 2018, the City Council approved the Multi-Generational Recreation Center (MGRC) as a major amenity that would be funded by Measure V sales tax revenue providing a space to serve a broad spectrum of the City's demographics, including families, teens, seniors and commuters. At this time, the Council allocated \$4 million to a capital improvement project 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 public benefit money for the project.

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 project and removing the tournament-sized gymnasium component to a future project located at Legacy Fields. At that time, Council directed staff to conduct further analysis of Joseph Cecilian Park and one other site, to be determined, for the future MGRC. 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 MGRC (Resolution 2022-019). On July 5, 2022, the City Council adopted a resolution (Resolution 2022-015) declaring El Pescadero Park as the site location for the MGRC and received an informational report regarding the community outreach process and the site selection process. Based on community feedback and analysis of the site, Joseph Ceciliani Park was no longer considered a viable option for the project. 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 MGRC improvements.

ANALYSIS

Since July 2022, the project steering committee, including City staff and LPA, have continued to move the MGRC project forward. Project activity has focused on programming evaluation and space allocation for the building, reviewing initial operational considerations, evaluating El Pescadero Park for opportunities/constraints, cost analysis for the MGRC and park, and presenting to the Arts Commission and Parks & Community Services Commissions to help better inform design decisions.

Overall Project Schedule

Below is a summary of the tentative schedule for the project based on the design of the MGRC and park improvements being presented in this report.

Task	Timeline
Project Kickoff – Visioning, Programming, Community Engagement	March – June 2022
Schematic Design Phase (Including El Pescadero Park Conceptual Design)	July – October 2022
Design Development Phase	November – February 2023
Construction Documents Phase	February – September 2023
Bidding Phase	September – November 2023
Construction Phase	November 2023 – January 2025
Grand Opening Target	March 2025

The MGRC, including the El Pescadero Park Renovation project, is currently at the end of the schematic design phase. Schematic Design (sometimes referred to as conceptual design or 30% construction documents) is the initial stage of the design process and is generally defined as a representation of the elements of a system using abstract, graphic symbols rather than realistic pictures. As the design process continues to unfold, elements of the design such as: foundation design, structural design, doors/windows, material selection, aesthetics, etc. will continue to be refined as well as the project budget. Schematic design helps establish a “design to” budget and facilitates the designer in making well-informed decisions that are critical to aligning the project with the budget.

The steering committee has worked diligently to improve the grand opening target date by four months (March 2025) as compared to the schedule presented in July 2022.

MGRC Concept + Program

The guiding principles for the project fall within three categories: *Design*, *Function* and *Sustainability*.

The *DESIGN* focuses on the human experience, strengthening community connection, being welcoming & inviting, promoting health & wellness, integration of the building & site, and the integration of public/community art as well as the City of Tracy history.

The *FUNCTION* of the building and park is program orientated, focuses on space utilization, and places high value on the importance of maintenance and operations by specifying strong maintenance-friendly materials while also leaving flexibility for everchanging technology.

The building also has a focus on *SUSTAINABILITY* targeting a Leadership in Energy and Environmental Design (LEED) Gold certification. According to the LEED website “LEED certified buildings save money, improve efficiency, lower carbon emissions and create healthier places for people.” Targeting “Net Zero”, the building balances its energy needs with the energy produced from renewable, zero-emission sources such as photovoltaic panels. The building facade is assumed to have a 60/40 ratio of glass-to-metal allowing for lots of natural daylighting. Additionally, the park will capture and treat stormwater through a series of vegetative swales and basins, while reducing non-functional lawn areas and increasing biodiversity through the use of low-water native and ornamental plants and trees.

Building Location

Situated slightly east of center in El Pescadero Park, the MGRC footprint strikes a balance between site opportunities and constraints. The building location provides a substantial buffer space between the neighboring Stone Pine Meadow Apartments and the North School campus. This approach allows for the building to be integrated with the open space and park program while also allowing the new parking lot and access drive to be immediately adjacent to the building. This location, coupled with a thoughtfully integrated architectural element (pavilion), allows the building to stretch itself westward over the park providing a memorable view and landmark upon arrival from the primary entrance at Grant Line Road and Parker Avenue. Additional monumentation at both Grant Line Road and Kavanaugh Avenue would further celebrate the MGRC.

Building Program Priorities

During the schematic design phase, the City Council Program Priorities were carefully examined along with feedback from the community. The MGRC concept has evolved to feature an active wing, a passive wing, a central lobby for access control, and covered outdoor gathering spaces.

The building currently includes the following programming/spaces: Gymnasium*, Outdoor Amenities*, Multi-purpose Space*, Maker Space (Library) + Education Space*, Lobby/Lounge Space*, Warming Kitchen, Parks & Recreation Office Suite, Police Department Office, Indoor Running Track**, Boulderling Wall**, Grand Stair and Pavilion (*City Council Program Priority / **Community Outreach Priority).

There are some key points regarding the building program.

- The design of this facility is continuing to evolve. Each space within the building will be evaluated in much more detail as the project moves into Design Development phase.
- The library component is not a traditional brick and mortar library. This area of the MGRC is envisioned to be a combination of maker space, teen lounge and tech area. - Staff does believe there is potential to partner with the County library program to bring a mobile library to the MGRC on a regular basis.
- The kitchen component has been simplified to a “warming kitchen” from the City Council’s #6 priority of a “teaching kitchen”. This space was simplified to a warming kitchen due to low interest in a teaching kitchen from the community outreach process, substantial costs associated with constructing this space, and to better align with other programming in the building. Staff and LPA believe a warming kitchen will satisfy the needs of this facility and allow funds to be shifted to other program priorities.

See Attachment A for the conceptual floor plan and a programming narrative for each space in the building.

Project Cost Options and Operational Cost Assumptions for MGRC

Three options have been developed during the schematic design process for the MGRC. A core set of programs/spaces is unwavering in each option, but there are a few program elements that require City Council consideration and further direction to staff. The program elements that need to be considered are as follows:

- Gymnasium –Three-Court or Two-Court?
- Elevated Running Track – Yes or no?
- Bouldering Wall – Yes or no?

Cost Option 1 contemplates a two-court gym with NO running track and NO bouldering wall.

- MGRC = 31,152 Gross Square Feet
- Gym at 400-person community banquet capacity and 150 spectators seating
- Total Project Cost Range = \$56.7 million - \$60.8 million

Cost Option 2 contemplates a two-court gym with running track and bouldering wall.

- MGRC = 37,392 Gross Square Feet
- Gym at 400-person community banquet capacity and 150 spectators seating
- Elevated Running Track provides multi-generational programming opportunity and space for functional fitness training
- Bouldering Wall (high community priority) adds additional programming opportunities
- Total Project Cost Range = \$60.8 million - \$64.8 million

Cost Option 3 contemplates a three-court gym with enlarged running track and bouldering wall.

- MGRC = 46,692 Gross Square Feet
- Gym at 600-person community banquet capacity and 200 spectators seating
 - Provides flexibility for multi-sport and multi-generational programming
 - Creates ability to host local sports tournaments
- Elevated Running Track provides multi-generational programming opportunity and space for functional fitness training

- Bouldering Wall (high community priority) adds additional programming opportunities
- Total Project Cost Range = \$64.8 million - \$70.2 million

The inclusion of a third court in the gym, a bouldering wall and/or an elevated running track will enhance the programming opportunities for the facility and likely increase cost recovery. Although a full operational analysis has not yet been completed on the MGRC, it is important to note that industry standard for cost recovery on similar facilities is 25-35% of operating costs.

El Pescadero Park Improvements

Based on previous City Council direction, El Pescadero Park was also evaluated through the Schematic Design process and a conceptual design for the site was created in conjunction with the MGRC.

Existing Conditions at El Pescadero Park (14.62-acre Community Park)

The current park inventory includes a dog park, a playground, a restroom building, a 1/2 basketball court, a skate park, open lawn areas, a designated parking lot, and vehicular access to the parking lot from Grant Line Road.

In recent years, the park has sustained a higher level of wear of tear due to the ongoing unsheltered encampment. Much of the irrigation infrastructure within the park has been impacted by this activity and large areas of lawn have fallen into disrepair. Additionally, the restroom building and parking lot has seen an uptick in heavy usage in recent years.

- Cora K-9 Dog Park – at least 30 years old with some minor improvements in recent years from local non-profits. Heavily used without irrigation and drainage infrastructure to support the use.
- Playground – features 2-5 and 5-12 age specific play areas and is halfway through its useful life (approximately 8 years old). ADA accessibility could be improved.
- Restroom – approximately 7 years old and in need of some minor enhancements (painting, fixture replacement, etc.).
- Basketball Court – the half court is approximately 8 years old and could benefit from a new hoop and sport court surfacing.
- Skate Park – constructed in 1999, this 23-year-old skate park is quite dated which affects the utilization.
- Landscaping – the park has +/- 140 existing trees. The park landscaping has suffered in recent uses due to failing irrigation infrastructure and encampment activities in the park.
- Parking Lot – oddly configured, this area does not function well and has experienced heavy usage in recent years due to activity in the park.

Community Preferences for Park Program

As discussed in a previous staff report, the community workshops for the MGRC also capture feedback quality feedback on park programming.

Recap of top community priorities for the park:

1. Splash Pad
2. Fitness Loop

3. Children's Play Area
4. Skating
5. Picnic (Pavilion)
6. Dog Park
7. Play Courts
8. Educational Opportunities (STEM)
9. Nature Exploration

Vehicular Circulation

El Pescadero Park's existing parking lot has capacity for 58 standard stalls. Additional parallel parking for approximately 25 vehicles is possible on Kavanaugh Avenue. The conceptual design for the park and MGRC reconfigures the existing parking lot to improve efficiency of traffic flow, expands parking capacity, creates a drop off area near the building, and creates a vehicular connection up to Kavanaugh Avenue. The proposed parking expands on-site parking to +/- 190 vehicles and retains parallel parking for approximately 25 vehicles on Kavanaugh Avenue. This configuration creates 110 stalls for the MGRC, 50 stalls for the park, and 10 stalls for Tracy Interfaith Ministries. The current ground lease between the City of Tracy and Tracy Interfaith Ministries includes a provision for the City to provide non-exclusive use of the park parking lot to Tracy Interfaith.

Pedestrian and Bike Circulation

The existing park has a very simple pedestrian circulation system with no walking loop and no bike facilities. There is an existing Class III bikeway on Kavanaugh Avenue and a Class II bikeway on Grant Line Road. The conceptual design envisions a Promenade creating a strong pedestrian and bikeway connection north and south through the park. The Promenade will be a multi-use path featuring a Class I bikeway. This element can be funded using Transit Funds as it will be expanding the City's existing bike system network. In addition to the Promenade, the park will feature multiple opportunities for walking loops and soft-surface paths (ie. nature walks).

Surfaces & Tree Canopy

The conceptual design is aligning with sustainability principles of the MGRC by reducing the amount of non-functional lawn within the park as well as increasing biodiversity through the use of drought tolerant native and ornamental plants and trees. Stormwater treatment areas are also being created throughout the park to capture stormwater runoff and treat it using vegetative swales and basins. Also of note, the park currently has approximately 140 trees and the conceptual design will be increasing that amount to approximately 250 trees with a goal of protecting at least 50 of the healthiest trees. A full arborist report will be completed for the park during the Design Development phase.

El Pescadero Park Conceptual Design Features (See Attachment B for visual)

The conceptual design for the park carefully considers the condition of each existing amenity and strives to meet as many of the expressed community preferences as possible. In general, the park will have all existing landscape areas and amenities addressed. Below is a list of features.

1. North-South Promenade – Tree lined main pedestrian/bike path, secondary walkways
2. Monument Signs – entry monument at main and neighborhood promenade entry
3. Parking and Drop Off – New +/- 200 spaces and drop off area
4. Pavilion – Multifunctional shade structure: stage/outdoor community room/picnic area
5. Playground and Splash Pad – Existing playground to remain, upgrade surfacing, add 1,500 square foot splash pad
6. Dog Park – New dog park with fencing, sitting area, drinking fountain and dog play amenities
7. Skate Park – New skate park with fencing, sitting area and drinking fountain
8. Basketball Court – Existing court to remain, upgrade surfacing and hoop
9. Stormwater Gardens – Meandering stormwater swale gardens
10. Nature Walks and Fitness – Decomposed granite walks, sitting areas and fitness stations
11. Planting – New planting for the entire park
12. CMU Block Wall – Existing capital project with funding
13. Public Art – multiple locations throughout the park

El Pescadero Park Improvements Budget

As designed, the conceptual design for El Pescadero Park has a total project cost range of \$15 million to \$17 million. There are a few key assumptions with this estimated cost. First, it should be noted that part of this cost includes some parking lot and traffic improvements that are not included in the MGRC cost estimate. Second, the costs for the park improvements and the MGRC assume that this is one construction project. One construction project simplifies the process and reduces project costs for construction documentation, contractor mobilization/demobilization and construction management services.

Staff is recommending that this park project be funded using two funding sources. The North-South Promenade is eligible for Transit (TDA) Funds at a cost of approximately \$1,200,000. General Fund reserves would pay for the remainder of the project to address existing conditions and reactivate the park in conjunction with the MGRC at approximately \$13.8 million to \$15.8 million.

Staff is requesting that the City Council, by resolution, incorporate all the improvements identified in the El Pescadero Park conceptual design into the MGRC CIP 78178 and supplement the project budget with an additional \$15,800,000 from General Fund Reserves.

Project Budget Analysis

Depending on City Council direction, the total project budget will vary.

Item	Cost Range
MGRC	
• Cost Option 1	\$56.7 million - \$60.8 million
• Cost Option 2	\$60.8 million - \$64.8 million
• Cost Option 3	\$64.8 million - \$70.2 million
*El Pescadero Park Improvements	\$15.0 million - \$17.0 million

Total Combined Project Budget Range	\$71.7 million - \$87.2 million
<i>Committed MGRC Budget (CIP 78178)</i>	<i>\$31 million (Measure V)</i>
<i>Committed MGRC Budget (CIP 78178)</i>	<i>\$5 million (Grants)</i>
<i>Committed MGRC Budget (CIP 78178)</i>	<i>\$4 million (Community Benefit)</i>
<i>Uncommitted MGRC Measure V funds</i>	<i>\$9 million</i>
<i>New Eligible Development Impact Fees</i>	<i>\$9 million</i>
<i>*New Transit (TDA) Funds</i>	<i>\$1.2 million</i>
<i>*New General Fund Capital Reserves for El Pescadero Park Improvements</i>	<i>\$13.8 million - \$15.8 million</i>
Project Shortfall Range	\$0 million – \$9.2 million

*These costs based on recommendation of modifying CIP 78178 to include El Pescadero park improvements.

The current project budget for MGRC (CIP 78178) is \$40,000,000 which includes the following funding sources:

- \$31 million Measure V (Lease Revenue Bond) (Resolution #2022-087)
- \$5 million State Specified Grant (Resolution #2022-085)
- \$4 million public benefit money (Resolution #2022-085)

The \$40 million budget for the MGRC was established in October of 2017 when the City Council provided direction to staff to move forward with multiple Measure V priority projects and has not been reassessed since that time. The original \$40 million budget was funded fully through Measure V. Over the last two years, City’s project received \$9 million in funding through a State grant (\$5 million) and a community benefit payment (\$4 million). The Project budget (CIP 78178) remained set at \$40 million as the project entered into the design phase, which only committed \$31 million of the Measure V funds. The City has \$9 million in uncommitted Measure V assigned to this project as a result of the grants and community benefit funding. Depending on the direction provided by the City Council, the budget may require the commitment of the remaining \$9 million. In addition, the Project, as designed with office, library/community, and Police substation spaces, is eligible for approximately \$8 million to \$12 million in developer impact fees and will be considered outside the Measure V funded project.

This Project’s cost estimations, like most capital project budgets, have been heavily impacted by inflation in recent years which has been an ongoing topic of discussion. The range in pricing reflects assumptions of inflation based on projected construction timelines.

Possible options to address the project shortfall include:

- Increase bond financing
- Proceed with Cost Option 1 or 2 for MGRC
- Continue seeking grants

Next Steps

Once direction is received from Council, staff will return to the City Council with a professional services agreement (PSA) to address the expanded scope for the MGRC including park improvements identified in the El Pescadero Park conceptual design. The project budget range shown in this report includes a percentage of the project budget for expansion of required design services. Once a PSA is approved by Council, the project will immediately move into the

design development phase.

It should also be noted that staff must also procure services for the following professional services related to the construction of the MGRC: Construction Management Services, LEED Services and Building Commissioning Services, which are all factored into the current project cost range listed in the report.

PUBLIC OUTREACH/ INTEREST

Public outreach was described in more detail at the July 5, 2022, City Council Regular Meeting, however a quick summary is listed below for reference:

- Community Workshop 1 – April 6, 2022, at Tracy Community Center (+/- 40 attendees)
- Community Workshop 2 – May 4, 2022, at North School (+/- 120 attendees)
- Arts Commission – July 12, 2022, at The Grand Theatre
- Parks & Community Services Commission – September 1, 2022, at City Council Chambers

COORDINATION

The MGRC project has an established Steering Committee, as well as an Executive Committee. The Steering Committee meets very regularly and consists of LPA 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, 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 environmental and traffic consultants for the MGRC project have been secured as sub-consultants under LPA's contract. Some of that work has begun, but the bulk of the CEQA work will begin once the City Council provides direction on the scope and scale of the project.

FISCAL IMPACT

Staff is requesting an appropriation of \$15,800,000 from General Fund Reserves to the Multi-Generational Recreation Center project (CIP 78178) to incorporate improvements to El Pescadero Park. Additional fiscal impacts to the City will vary depending on City Council direction on the MGRC options. Staff will return to Council when design of selected options is complete to review the anticipated project budget shortfall and funding options.

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 (1) receive an informational report regarding the concept, design, and cost options of the Multi-Generational Recreation Center (CIP 78178), and (2) adopt a Resolution authorizing an appropriation in the amount of \$15,800,000 from General Fund Reserves for the Multi-Generational Recreation Center (CIP 78178) to incorporate improvements to El Pescadero Park.

Prepared by: Richard Joaquin, Parks Planning & Development Manager

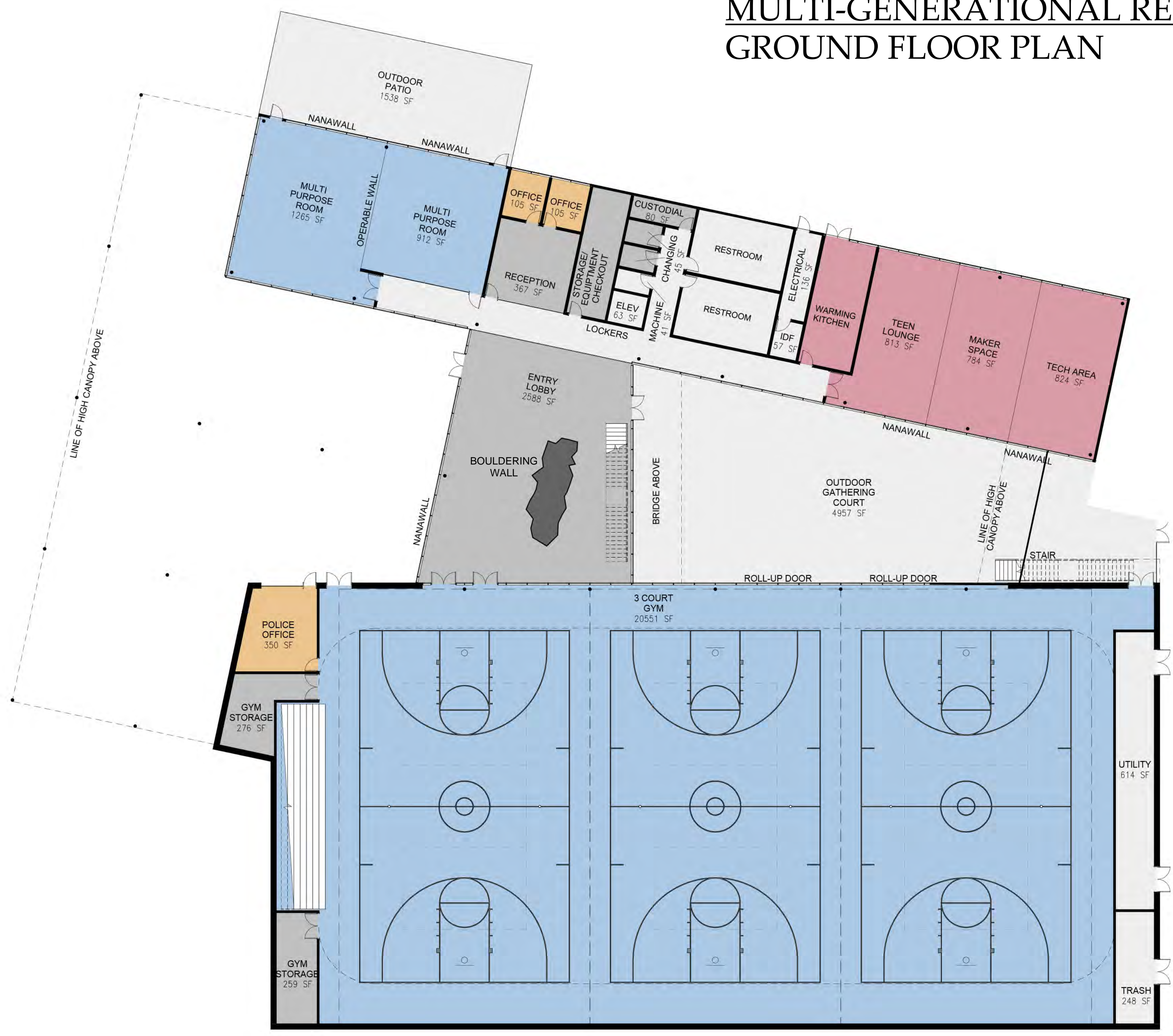
Reviewed by: Brian MacDonald, Parks and Recreation Director
Sara Cowell, Interim Finance Director
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments:

- Attachment A – Building Concepts, Floor Plan, and Program Narrative
- Attachment B – El Pescadero Park Conceptual Plan
- Attachment C – PowerPoint Presentation

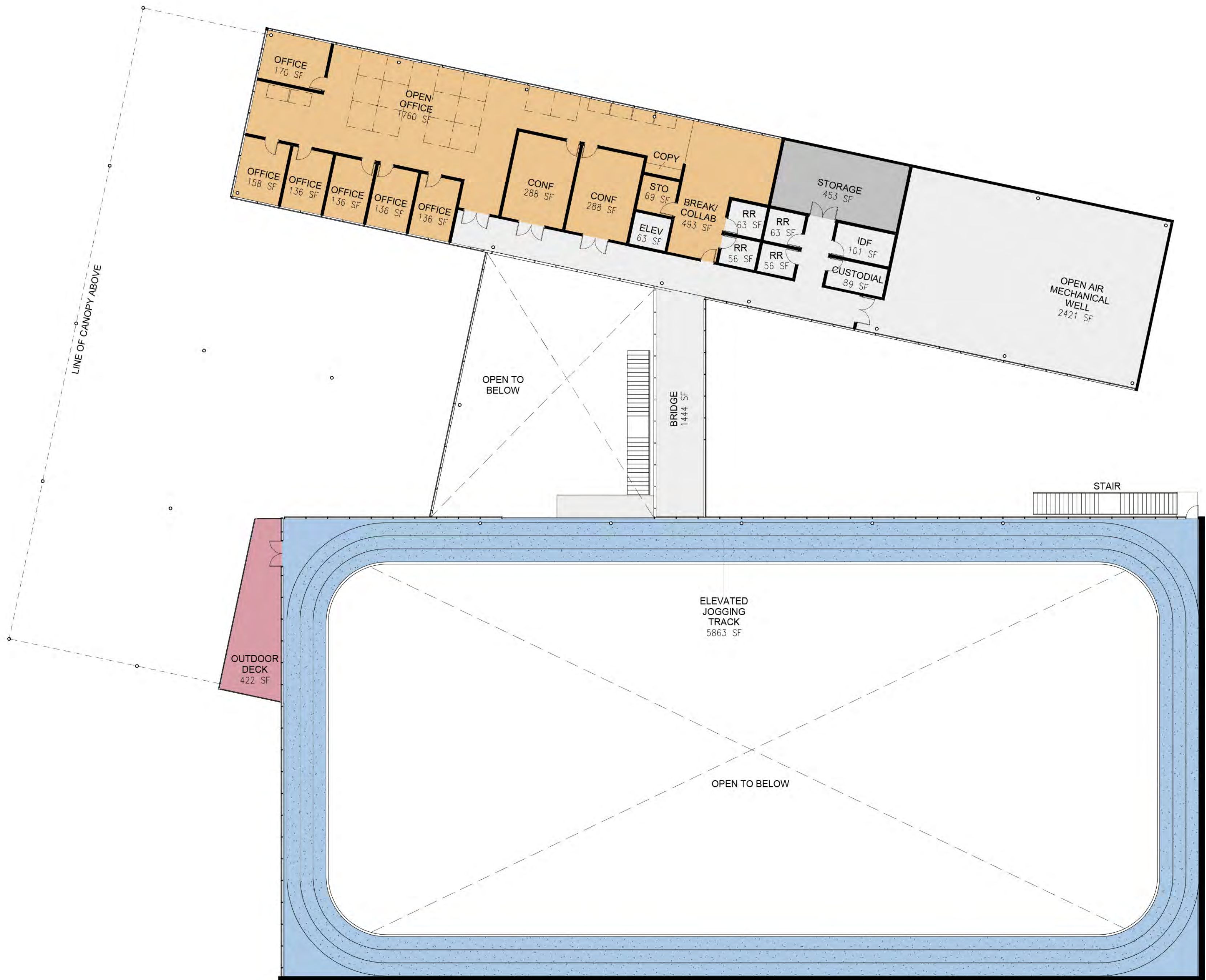
MULTI-GENERATIONAL RECREATION CENTER GROUND FLOOR PLAN



ROOM LEGEND

- Activity Spaces
- Admin & Office
- Community Spaces
- Operations - Bldg Support Services
- SUPPORT - GROSS

MULTI-GENERATIONAL RECREATION CENTER SECOND FLOOR PLAN



- ROOM LEGEND**
- Activity Spaces
 - Admin & Office
 - Community Spaces
 - Operations - Bldg Support Services
 - SUPPORT - GROSS

Multi-Generational Recreation Center Programming Narrative

- **Gymnasium** – As the City Council's #1 program priority, the gymnasium (**gym**) is the primary program for the facility and accounts for the largest allocation of square footage within the building. This space has been designed to accommodate two or three high school-sized basketball courts without major implications to the design of the rest of the building. Estimated capacity for a 2-court gym ranges from 25 people to 400 people and up to 600 people for a 3-court gym. This space also features a spectator seating area for approximately 150+ people, dedicated storage areas and an elevated running track. Recreation programming within the gym may include basketball, volleyball, pickleball, futsal, ballroom dancing, E-sports, four square, and badminton. The gym can also be used for community event space and serve as a community emergency cooling space. The elevated running track was a popular amenity through the community outreach process and adds significant multi-generational programming opportunities to the MGRC.
- **Outdoor Amenities** – The City Council's #2 program priority is outdoor amenities. The MGRC features two outdoor spaces on the first floor: a 1,500-square-foot patio and a 4,500-square-foot gathering courtyard. On the second floor, the building design features a 500-square-foot outdoor deck overlooking the entry area and park. These are flexible spaces that allow the indoor programming to bleed into an outdoor environment, while also creating opportunities for unique outdoor programming such as after school programs, movies in the courtyard, health and wellness programs, and/or other community events. The conceptual design for El Pescadero Park also provides another layer of outdoor amenities which will be described in more detail later in the report.
- **Multi-Purpose Space** – The MGRC includes 2,177 square feet of multi-purpose space. An operable wall divides the room into two spaces, maximizing flexibility. Each space opens up to the outdoor patio via an accordion-style nana wall. Multi-purpose space was the City Council's #3 program priority, and the design provides opportunities for a variety of multi-generational health and wellness programming such as tai chi, piyo strength, zumba, tabata fitness, self-defense and personal violence prevention, yoga, and more.
- **Makers Space (Library) +Education Space** –The City Council's #4 program priority space focuses on Science, Technology, Engineering, and Math (STEM) programming. The MGRC features an 824-square-foot technology area, a 784-square-foot makers space, and an 813-square-foot teen lounge. This community space will provide educational opportunities through such programs as academic tutoring, robotic car design, video game design, Young Engineer's programs, teen/youth clubs for books and gaming, and other technology camps.
- **Lobby/Lounge Space** – The 3,000-square-foot lobby functions as access control via a reception area, but also provides programming opportunities. The focal point of the lobby is a large bouldering wall, which was the community's top item of interest during public outreach. The lobby also features a staircase to the second floor of the building and track, as well as seating and programming space. Just off the lobby is a reception area with two dedicated offices for staff actively managing the facility and storage for equipment that can be checked out from the reception area.
- **Warming Kitchen** – The MGRC features a roughly 400-square-foot warming kitchen, which is a shift from previous discussions with the City Council. A teaching kitchen was the City Council's lowest program priority. This element was simplified to a warming kitchen due to low interest in a teaching kitchen from the community outreach process, the substantial costs associated with constructing the teaching space, and the desire to better align with other programming in the building. Staff and LPA believe a warming kitchen will satisfy the needs of this facility and allow funds to be shifted to other program priorities.
- **Parks & Recreation Office Suite & Police Department Office** – During the community

ATTACHMENT "A"

outreach process, there was an overwhelming response to reactive El Pescadero Park. The community also expressed concern as to how the City was going to prevent the park from becoming unsafe after the MGRC project is complete. One common thread in safer parks is that the level of activity within that park is generally high. In the short-term, capital investment in the park is a great strategy to increase activity (i.e., enhancing existing amenities, building new amenities, improving lighting, aesthetics, etc.). In the long-term, the park must remain active through a variety of programming and an enhanced level of observation. This can be achieved through the incorporation of office space for both the Parks & Recreation Department and the Police Department at this facility. This strategy also supports key findings in the Citywide Public Facilities Master Plan regarding the shortage of existing space for the Parks & Recreation Department staff and other departments at City Hall. The MGRC would be the new home of Parks & Recreation and further implements the department's strategic plan. This office suite would include private offices, open office space, two conference rooms, a copy area and a break room. Secondly, the creation of a 350-square-foot Police Department office space near the main entrance of the facility puts a heightened focus on public safety at the MGRC and within El Pescadero Park. The Police office space would support the PAL (Police Activities League) program, the Community Preservation Unit and the Drug Abuse Resistance (D.A.R.E.) program, as well as support officers doing reports in a remote location.

- **Pavilion** – The pavilion is a fully integrated architectural feature extending off the primary building. This is a critical element for orientating the community to the primary entrance of the facility. Also, this large, shaded space within the park creates a significant community gathering area, providing opportunities for picnicking, lounging, event space, and more. It is also located immediately adjacent to a large flexible lawn area supporting spectator opportunities.

Also of note, the building program includes circulation spaces, an elevator, three sets of stairs, utility and custodial areas, various storage areas, and restroom facilities.



EL PESCADERO PARK CONCEPTUAL PLAN



LEGEND

- 1** NORTH-SOUTH PROMENADE Tree-lined main pedestrian/bike path, secondary walkways
- 1a** MONUMENT SIGNS Entry monument at main and neighborhood promenade entry
- 2** PARKING AND DROP OFF New +/- 200 spaces & drop-off area
- 3** PAVILION Multifunctional shade structure: stage / outdoor community room / picnic area
- 4** MULTIFUNCTIONAL LAWN New sod lawn
- 5** PLAYGROUND & SPLASH PAD Existing play equipment to remain, upgrade surfacing, add 1,500 sf splash pad
- 6** DOG PARK New dog park with fencing, sitting area, drinking fountain and dog play amenities
- 7** SKATE PARK New skatepark with fencing, sitting area and drinking fountain
- 8** BASKETBALL COURT Existing half basketball court to remain
- 9** STORMWATER GARDENS Meandering stormwater swale gardens
- 10** NATURE WALKS & FITNESS Decomposed granite walks, sitting areas and fitness stations
- 11** PLANTING New planting for entire park
- 12** CMU BLOCK WALL Existing capital project with funding
- PUBLIC ART

ATTACHMENT "C"



**PROVIDE DIRECTION ON SCOPE AND
BUDGET FOR THE MULTI-GENERATIONAL
RECREATION CENTER INCLUDING
IMPROVEMENTS TO EL PESCADERO PARK**

October 18, 2022

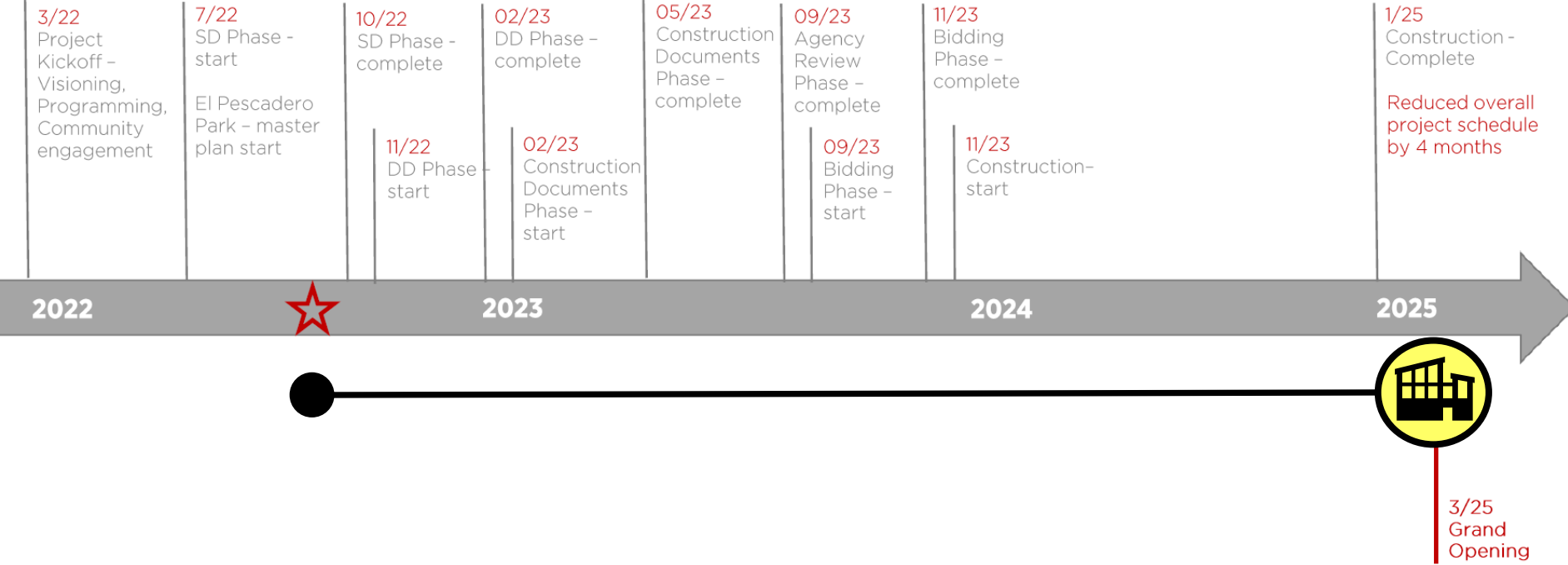


OVERVIEW

- Project Schedule
- MGRC Concept + Program
- Park Concept
- Project Budget Analysis
- Next Steps
- Q&A



Project Schedule





MGRC Concept + Program





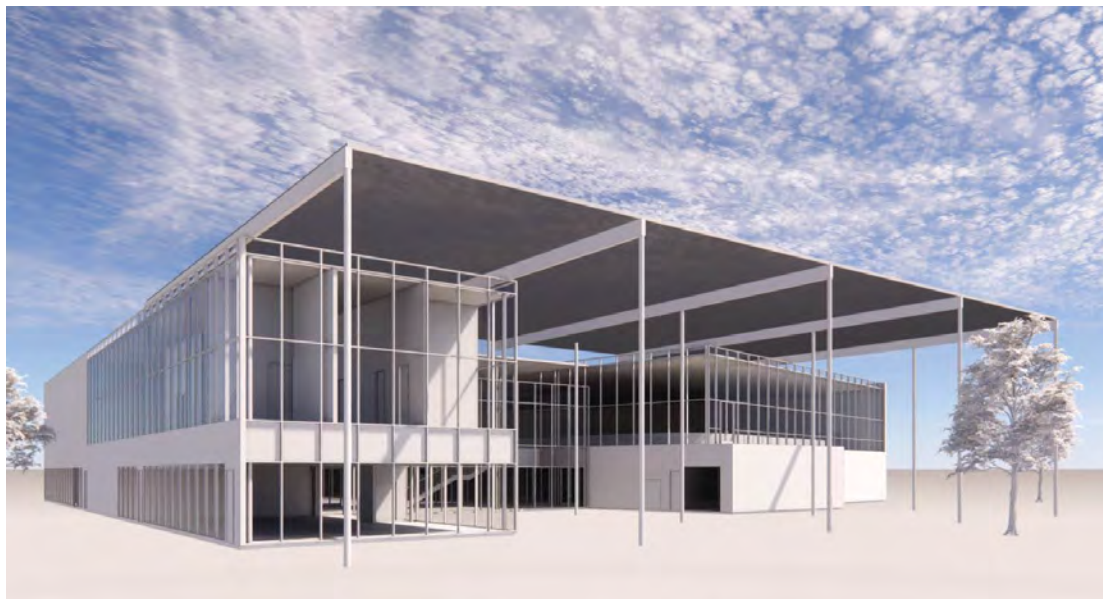
MGRC Program

BUILDING PROGRAM

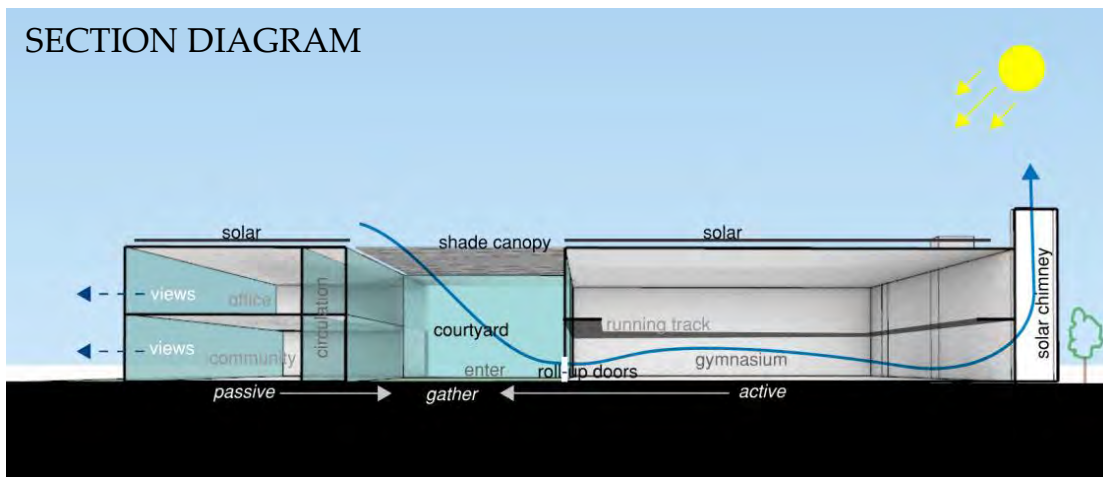
- Gymnasium*
- Outdoor Amenities*
- Multi-Purpose Space*
- Make Space (Library) + Education Space*
- Lobby/Lounge*
- Warming Kitchen
- Parks & Rec Offices
- Police Office
- Indoor Running Track**
- Bouldering Wall**

* Council Priority

5 ** Community Priority



SECTION DIAGRAM





MGRC Concept



Conceptual View of MGRC Entry Space



MGRC Concept



Conceptual View of MGRC in El Pescadero Park





MGRC Concept

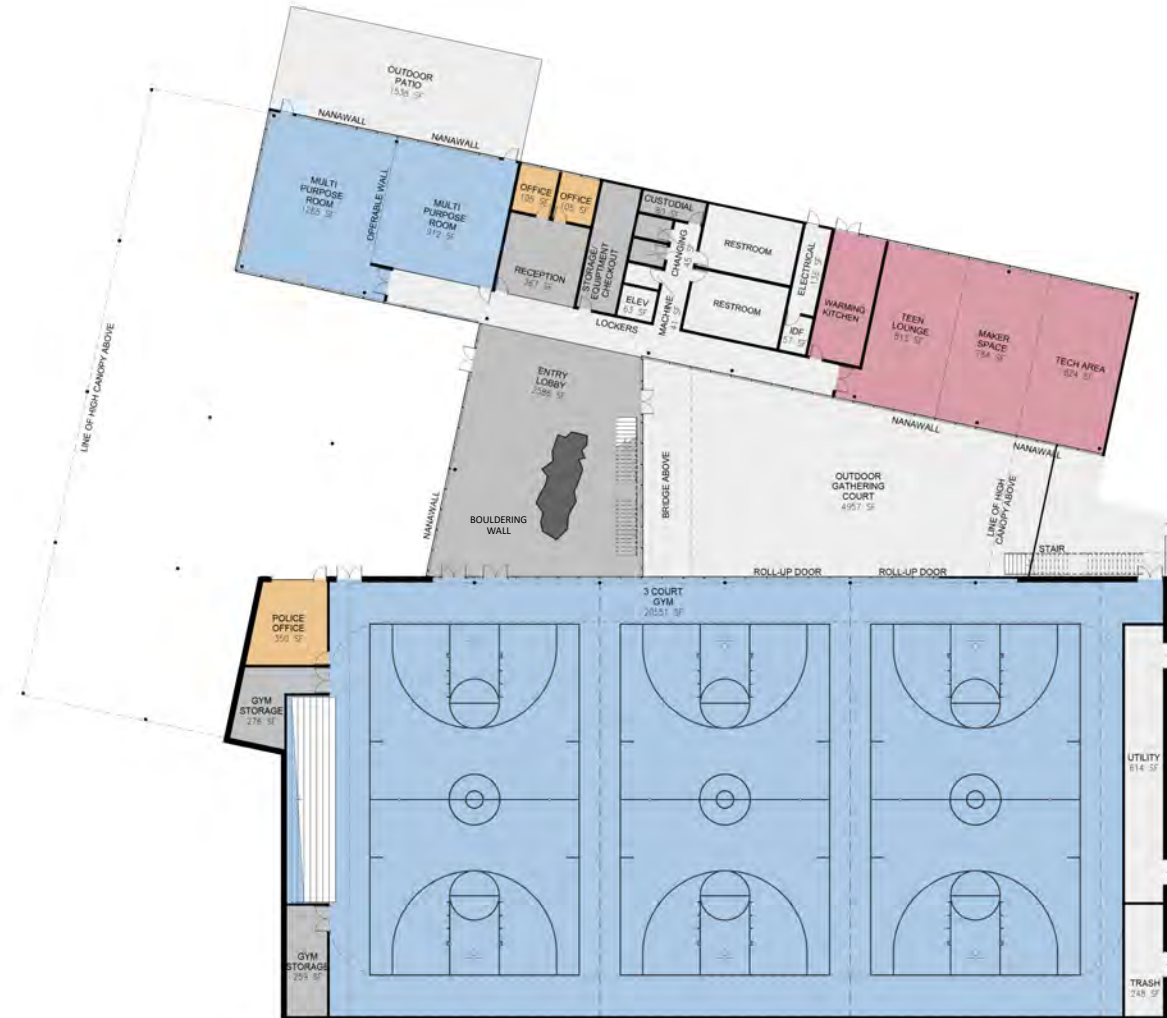


Conceptual View of El Pescadero Park from Grant Line Road



MGRC Concept

GROUND FLOOR



ROOM LEGEND

- Activity Spaces
- Admin & Office
- Community Spaces
- Operations - Bldg Support Services
- SUPPORT - GROSS

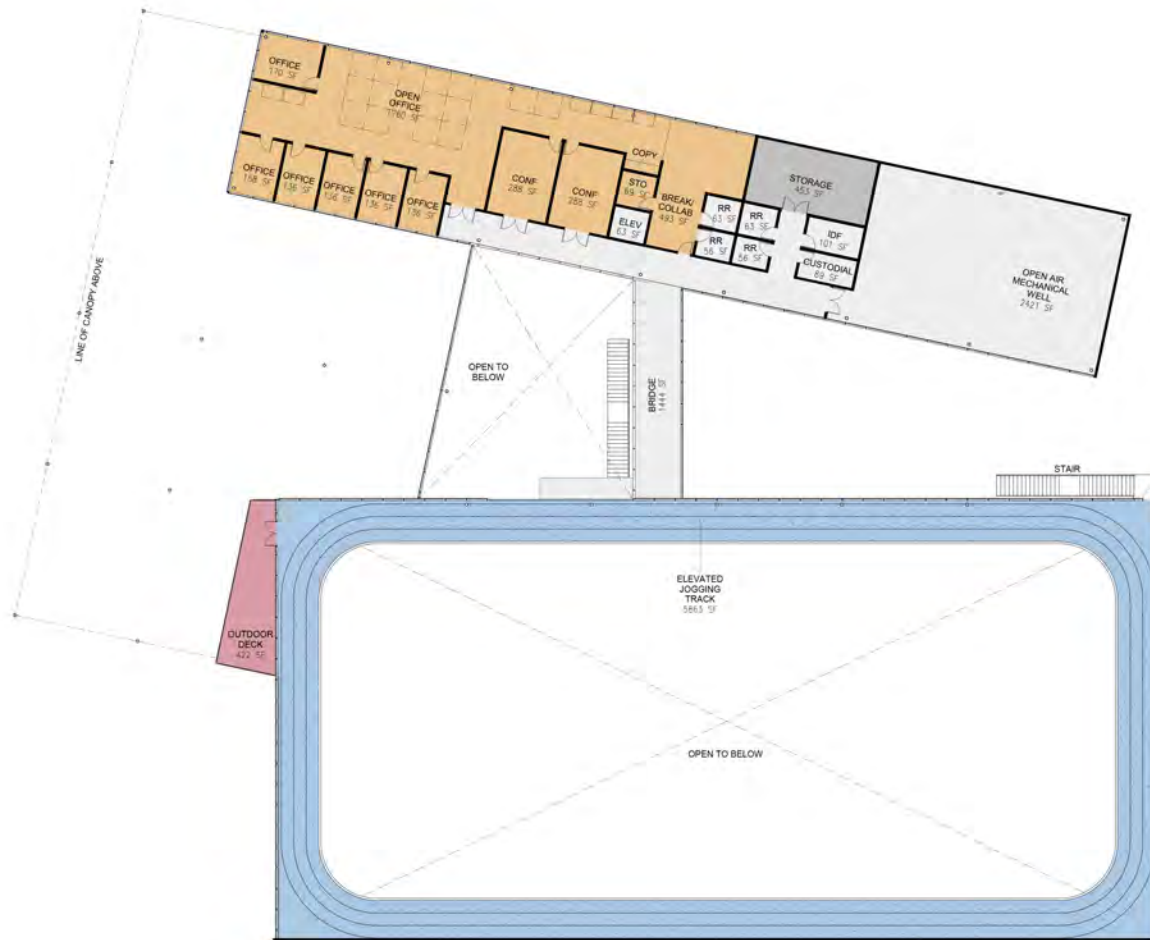


Think Inside the 'Triangle'



MGRC Concept

SECOND FLOOR



ROOM LEGEND

-  Activity Spaces
-  Admin & Office
-  Community Spaces
-  Operations - Bldg Support Services
-  SUPPORT - GROSS



Think Inside the 'Triangle'



MGRC Concept Images



Think Inside the 'Triangle'



MGRC Cost Options



COST OPTION 1

Total Building GSF = 31,152

- 2 Court Gym

COST RANGE
\$56.7M - \$60.8M

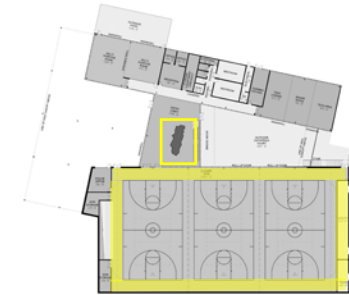


COST OPTION 2

Total Building GSF = 37,392

- 2 Court Gym
- Add Running Track
- Add Bouldering Wall

COST RANGE
\$60.8M - \$64.8M



COST OPTION 3

Total Building GSF = 46,692

- 3 Court Gym
- Enlarged Running Track
- Bouldering Wall Included

COST RANGE
\$64.8M - \$70.2M



MGRC Cost Options



COST OPTION 1

2 Court Gym

- 400-person community banquet capacity
- 150 Spectator Seating



COST OPTION 2

2 Court Gym

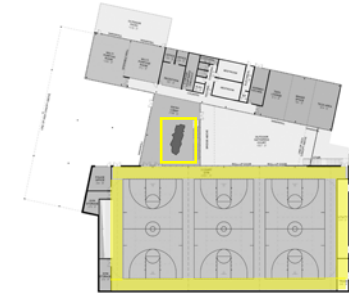
- 400-person community banquet capacity
- 150 Spectator Seating

Elevated Running Track

- Expanded Multi-Gen Programming
- Space for Functional Fitness Programming

Bouldering Wall

- Community Priority
- Additional Programming Opportunities



COST OPTION 3

3 Court Gym

- 600-person community banquet capacity
- 200 Spectator Seating
- Added Flexibility for Multi-Sport and Multi-Gen Programming

- Added Ability for Local Sports Tournaments

Enlarged Elevated Running Track

- Expanded Multi-Gen Programming
- Space for Functional Fitness Programming

Bouldering Wall

- Community Priority
- Additional Programming Opportunities



Park Concept



El Pescadero Park Conceptual Plan



El Pescadero Park Conceptual Plan



COST RANGE

\$15.0M - \$17.0M

LEGEND

- 1** NORTH-SOUTH PROMENADE Tree-lined main pedestrian/bike path, secondary walkways
- 1a** MONUMENT SIGNS Entry monument at main and neighborhood promenade entry
- 2** PARKING AND DROP OFF New +/- 200 spaces & drop-off area
- 3** PAVILION Multifunctional shade structure: stage / outdoor community room / picnic area
- 4** MULTIFUNCTIONAL LAWN New sod lawn
- 5** PLAYGROUND & SPLASH PAD Existing play equipment to remain, upgrade surfacing, add 1,500 sf splash pad
- 6** DOG PARK New dog park with fencing, sitting area, drinking fountain and dog play amenities
- 7** SKATE PARK New skatepark with fencing, sitting area and drinking fountain
- 8** BASKETBALL COURT Existing half basketball court to remain
- 9** STORMWATER GARDENS Meandering stormwater swale gardens
- 10** NATURE WALKS & FITNESS Decomposed granite walks, sitting areas and fitness stations
- 11** PLANTING New planting for entire park
- 12** CMU BLOCK WALL Existing capital project with funding
- PUBLIC ART



Project Budget Analysis





Project Budget Analysis

ITEM	COST RANGE
MGRC	
• Cost Option 1	\$56.7 – \$60.8 million
• Cost Option 2	\$60.8 – \$64.8 million
• Cost Option 3	\$65.3 - \$70.2 million
*El Pescadero Park Improvements	\$15.0 – \$17.0 million
TOTAL COMBINED PROJECT BUDGET RANGE	\$71.7 – \$87.2 million
<i>Committed MGRC Budget (CIP 78178)</i>	\$31 million (Measure V)
<i>Committed MGRC Budget (CIP 78178)</i>	\$5 million (Grants)
<i>Committed MGRC Budget (CIP 78178)</i>	\$4 million (Community Benefits)
<i>Uncommitted MGRC Measure V Funds</i>	\$9 million
<i>New Eligible Development Impact Fees</i>	\$9 million
* <i>New Transit (TDA) Funds</i>	\$1.2 million
* <i>New General Fund Reserves for El Pescadero Park Improvements</i>	\$13.8 - \$15.8 million
PROJECT SHORTFALL RANGE	\$0 – \$9.2 million

*These costs are based on recommendation of modifying CIP 78178 to include El Pescadero Park improvements

Established in 2017

Existing MGRC Budget - \$40 million

- \$31 million Measure V (LRB)
- \$5 million State Specified Grant
- \$4 million public benefit money

Options to Address Project Shortfall

- Increase Bonding
- Proceed with Cost Options 1 or 2
- Continue Seeking Grants



Think Inside the Triangle™

Next Steps

- Staff to return to City Council with Professional Services Agreement (PSA) to address expanded scope
- Once PSA is approved, project moves to Design Development Phase
- Additional PSA's needed for Construction Management Services, LEED Services, and Building Commissioning Services



QUESTIONS?



TRACY CITY COUNCIL

RESOLUTION NO. _____

**AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$15,800,000
FROM GENERAL FUND RESERVES FOR THE MULTI-GENERATIONAL
RECREATION CENTER (CIP 78178) TO INCORPORATE IMPROVEMENTS
TO EL PESCADERO PARK**

WHEREAS, in 2018, the Tracy City Council approved the Multi-Generational Recreation Center (MGRC) as a major amenity that would be funded by Measure V sales tax revenue, providing a space to serve a broad spectrum of the City of Tracy's demographics, including families, teens, seniors and commuters, and allocated \$4 million to a capital improvement project for planning and design (Resolution No. 2018-043); and

WHEREAS, in early 2021, the City Council approved a new plan for Measure V projects, including prioritizing the MGRC; and

WHEREAS, the MGRC project also received \$5 million in State grant funding and \$4 million in public benefit money; and

WHEREAS, on August 31, 2021, the City Council provided direction to focus on a community recreation center that served Tracy residents and to conduct further analysis of Joseph Ceciliani Park and one other site, to be determined, for the future MGRC; and

WHEREAS, 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 MGRC (Resolution 2022-019); and

WHEREAS, on July 5, 2022, the City Council declared El Pescadero Park (Resolution No. 2022-015) as the site location for the MGRC, and provided direction to begin conceptual design of El Pescadero Park to address the condition of the park in association with the MGRC improvements; and

WHEREAS, a budget augmentation is necessary in order to address and complete improvements to El Pescadero Park for the MGRC project; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby adopts the Recitals as findings; and be it

FURTHER RESOLVED: That the City Council hereby approves a budget augmentation in the amount of \$15,800,000 from the General Fund Reserves for the Multi-Generational Recreation Center (CIP 78178) to incorporate improvements to El Pescadero Park.

* * * * *

The foregoing Resolution 2022-_____ 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