

Tuesday, December 6, 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: 2550 788 4900** 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 25507884900#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. Employee of the Month
2. Certificate of Recognition – Parks and Community Service Commission

1. CONSENT CALENDAR

- 1.A. Adopt the November 15, 2022, Closed Session and Regular Meeting Minutes.
- 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 December 7, 2022 through January 5, 2023 pursuant to the Brown Act.
- 1.C. Adopt a resolution authorizing the appointment of five youth Commissioners to the Youth Advisory Commission based upon the interview and selection panel recommendations.
- 1.D. Adopt a resolution approving an amendment to a Professional Services Agreement with Harris & Associates, Inc. to extend the term for an additional one year with a not to exceed amount of \$100,000 for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District.
- 1.E. Adopt a Resolution Adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2023.
- 1.F. City Council 1) adopt a resolution approving a Quitclaim Deed for the conveyance of a three (3) foot wide temporary construction easement back to Tracy Alliance Group, LLC, and 2) authorize the City Clerk to sign the Quitclaim Deed and file the Deed with the Office of the San Joaquin County Recorder.
- 1.G. Adopt a resolution declaring certain vehicles and equipment as surplus and approving their sale at public auction.
- 1.H. Adopt a Resolution authorizing 1) amendments to the City's Classification and Compensation Plans and Master Salary Schedule to increase the salary of the Economic Development Manager position, enable the internal alignment of various classifications, and comply with mandatory State minimum wage increases effective January 1, 2023, and 2) the adoption of a Compensation Philosophy as a guiding document for compensation.
- 1.I. Approve the Inspection Improvement Agreement for Tract 4135, Tracy Hills Village 7, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

- 1.J. Approve the Inspection Improvement Agreement for Tract 4136, Tracy Hills Village 8, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC, to proceed with the construction of street and utility improvements.
- 1.K. Approve the Inspection Improvement Agreement for Tract 4137, Tracy Hills Village 9, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.
- 1.L. Approve the Inspection Improvement Agreement for Tract 4138, Tracy Hills Village 10, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC, to proceed with the construction of street and utility improvements.
- 1.M. Adopt a Resolutin (1) the City Council reject all bids for the El Pescadero Park Sound Wall Extension Project, CIP 71116, (2) that CIP 71116 be closed, and (3) that the remaining project funds be returned to the General Projects Fund (F301) fund balance.
- 1.N. Approve the Offsite Improvement Agreement for the MacArthur Retail Center between City and Winters Gateway, Inc., for the roadway improvements, utility connections, and overhead utility undergrounding improvements in connection with applications D19-0012, and G21-0008.
- 1.O. City Council, for the Valpico Glenbriar Apartment Project located at Valpico Road and MacArthur Drive (Apartments Project): (1) Waive the second reading and adopt an Ordinance: (A) Adopting a Negative Declaration for the expansion of the Apartments Project parking lot to include a portion of the rear yard of the property located at 2625 S. Macarthur Drive (Parking Site) in accordance with the California Environmental Quality Act (CEQA); (B) Approving a General Plan Amendment redesignating the Parking Site from Commercial to Residential High (GPA22-0003); (C) Amending the Zone District of the Parking Site from Community Shopping Center to High Density Residential (R22-0002); (D) Approving a Development Review Permit expanding the Valpico Glenbriar Apartment Parking Lot to include a portion of the rear yard at 2625 S. MacArthur Drive (D22-0013); and (2) Adopt a Resolution (A) Determining the addition of a perimeter fence/gate to the Valpico Glenbriar Apartments Project located at 351 E. Valpico Road (Application Number D22-0005) is exempt from CEQA pursuant to CEQA Guidelines Section 15303(e), and (B) Approving a Development Review Permit for the addition of a perimeter fence and gates to the Apartments Project site.
- 1.P. Approve the Offsite Improvement Agreement between City, Woodside 05N, LP, and Surland Communities, LLC for the construction of Detention Basin 3A.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. City Council receive the annual report by the Measure V Residents' Oversight Committee presenting their findings regarding the use of Measure V funds.

- 3.B. Adopt an Ordinance: 1) repealing the 2019 edition of the California Building Code, Fire Code, Mechanical Code, Plumbing Code, Energy Code, Residential Code, Existing Building Code, Green Standards Building Code, and the Historic Building Code, all codified under Tracy Municipal Code Title 9; 2) making findings to substantiate modifications to the 2022 California Building Codes and Standards, due to local climatic, geological or topographical conditions; 3) adopting, with local amendments, the 2022 California Building Codes and Standards, and codifying the same as Tracy Municipal Code Title 9; 4) adopting Appendices C, F, H, I, K, P under the California Building Code, Appendices D and G under the Mechanical Code, Appendices A, B, C, D, E, G, H, I, J and K under the Plumbing Code, Appendices H, I, O, R, S, W, Y, Z under the Residential Code, Appendix A under the Historical Building Code, and Appendices B, BB, C, CC, D, F, H, L, N, and O under the Fire Code, and codifying the same as Tracy Municipal Code Title 9; and 5) adopting California Environmental Quality Act Exemption Findings.
- 3.C Adopt a resolution: (1) dispensing, retroactively and prospectively, the bidding requirements under the California Public Contract Code (PCC) and Tracy Municipal Code (TMC) Section 2.20.260 for construction of interim housing solutions to address the City of Tracy's shelter emergency (previously declared under Resolution No. 2022-121 and California Government Code Section 8698.4); (2) authorizing the City Manager to take any directly related and immediate actions required by the shelter emergency, without giving notice for bids to let contracts, pursuant to PCC Section 22050 and TMC section 2.20.270(a); and (3) adopting requisite findings under the California Environmental Quality Act.
- 3.D Staff recommends that the City Council adopt a resolution (1) ratifying, retroactively and prospectively, the following two construction contracts: (a) Tennyson Electric, Inc. (Tennyson) in the amount of \$125,000 for work performed and \$125,000 in anticipated work; (b) Tracy Grading & Paving (Tracy Grading) in the amount of \$220,000 for work performed; (2) (a) Authorizing an appropriation of \$470,000 from the City of Tracy's General Fund to fund the Tennyson and Tracy Grading contracts; and (b) amending the FY 2022-23 operating and capital budget to reflect such appropriation; (3) granting, retroactively and prospectively, to the City Manager additional authority to execute change orders to the contract awarded to GradeTech, Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project in the original amount of \$1,978,480 as follows: (a) \$790,000 for work performed; and (b) \$300,000 in anticipated work; and (4) adopting requisite findings under the California Environmental Quality Act.
- 3.E. Adopt a Resolution authorizing 1) amendments to the Employment Agreement dated December 13, 2021, between Michael Rogers and the City of Tracy, to reflect a merit increase of 6% for an annual base salary of \$286,536 and other increases to total compensation and benefits, and 2) amending the Master Salary Schedule relating to the City Manager, effective December 11, 2022, to reflect such amendments.
- 3.F. City Council 1) adopt a resolution approving the City's response to the 2021/2022 San Joaquin County Grand Jury Report on Cybersecurity, Case No. 0321 (2021/2022), and 2) authorize the Mayor to sign the Response Letter.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS
6. COUNCIL ITEMS
7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

November 15, 2022, 6:00 p.m.

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

1. Mayor Young called the meeting to order at 6:00 p.m.
2. Roll call found Council Members Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present. Council Member Arriola absent from roll call.

Council Member Arriola arrived at 6:01 p.m.

3. ITEMS FROM THE AUDIENCE – None
4. Request to Conduct Closed Session

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

Public Employee Evaluation of Performance

Position Title: City Manager

There was no public comment on the item.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to recess to closed session. Roll call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young in favor; passed and so ordered. Time: 6:02 p.m.

5. Reconvened to Open Session – Time: 7:20 p.m.
6. Report of Final Action – None
7. Council Items and Comments – None
8. Adjournment – Time: 7:21 p.m.

ACTION: Motion was made by Mayor Pro Tem Vargas 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 November 10, 2022. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

November 15, 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 7:21 p.m.

Mayor Young led the Pledge of Allegiance.

Pastor Calvin Waetzig, Saint Paul's Lutheran provided the invocation.

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

Mayor Young requested a moment of silence to recognize and honor Don Castellon, a 29-year employee of City of Tracy in the Public Works Department, who passed away on October 5, 2022.

Mayor Young recognized the DARE students.

1. CONSENT CALENDAR – Council Member Davis announced she would be recusing herself from voting on Consent Item 1.G. Following the removal of Consent Item 1.J by Karen Moore motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.
 - 1.A Adopt the November 1, 2022, Closed Session and 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 November 16, 2022 through December 15, 2022 pursuant to the Brown Act. – Resolution 2022-169 made findings and re-authorized remote teleconference meetings of the City Council and all legislative bodies.
 - 1.C City Council 1) adopt a resolution approving the Off-site Improvement Agreement between City and 7-Eleven, Inc. for offsite improvements, and 2) authorize the City Clerk to file the agreement with the Office of the San Joaquin County Recorder.– Resolution 2022-170 approved the Off-Site Improvement Agreement with 7-Eleven, Inc.
 - 1.D Adopt a resolution approving increased maximum fees charged by private towing service operators for services rendered to reflect increased operating expenses. - Resolution 2022-171 approved increasing maximum fees charged by private towing service operators for services to reflect increased operating expenses.
 - 1.E City Council 1) approve the Offsite Improvement Agreement between City and Prologis, L. P. for the construction of roadway and utility improvements of International Park of Commerce (IPC) Retail Frontage Street Improvements, and

2) authorize the City Clerk to file the agreement with the Office of the San Joaquin County Recorder. – **Resolution 2022-172** approved Offsite Improvement Agreement with Prologis, L.P. for International Park of Commerce Retail Frontage Street Improvements.

- 1.F Adopt a resolution approving Amendment No.1 to the Professional Services Agreement with Dokken Engineering, Inc. to amend the scope for the development of Project Approval (PA) and Environmental Document (ED) for I-205/Chrisman Road New Interchange Project CIP 73109, Federal Project # HPLULN -5192(034), and increase the compensation by an additional \$690,014, for a total contract amount of \$1,516,933. – **Resolution 2022-173** approved Amendment No. 1 to the Professional Services Agreement with Dokken Engineering, Inc.
- 1.G City Council 1) approve the Final Subdivision Map for Tract 3900 – Ellis Estate Lots and Limited Use Area, and 2) authorize the City Clerk to file the approved Final Map with the San Joaquin County Recorder. – **Resolution 2022-174** approved the Final Subdivision Map for Tract 3900 – Ellis Estate Lots and Limited Use Area. Council Member Davis recused herself from voting on the item.
- 1.H Adopt a resolution approving an On-Call Professional Services list for landscape architectural, plan check, inspection, and project management services with: Callander & Associates, Griffin Structures, LPA Inc., Nuvis Landscape Architecture, O'Dell Engineering, Verde Design Inc., and WRT Inc. for a five-year term. – **Resolution 2022-175** approved an On-Call Professional Services list with Callander & Associates, Griffin Structures, LPA Inc., Nuvis Landscape Architecture, O'Dell Engineering, Verde Design Inc., and WRT Inc. for a five-year term.
- 1.I City Council 1) authorize the City of Tracy to enter into a Disbursement Agreement with developer, Bodal Properties, LLC. to disburse grant funding in the amount of \$500,000 awarded to the City of Tracy through the San Joaquin Council of Government ("SJCOG")'s Job Balancing Investment Fund (JBIF) program for the Edgewood Commercial Center off-site improvements and 2) authorize the City Manager to sign the Disbursement Agreement on behalf of the City. – **Resolution 2022-176** authorized the Disbursement Agreement with Bodal Properties, LLC., to disburse grant funding for the Edgewood Commercial Center off-site improvements.
- 1.J Adopt a resolution approving Amendment No. 1 to the Professional Services Agreement with LPA, Inc. for additional design and planning services for the Multi-Generational Recreation Center (CIP 78178), increasing the not to exceed amount by \$3,250,239 for a total not to exceed amount of \$6,593,758.

Karen Moore pulled the item to ask about the process the City used to determine the selection of LPA, Inc.

Richard Joaquin, Parks Planning and Development Manager responded to questions.

Robert Tanner asked why the cost of the Multi-Generational Recreational Center keeps increasing.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adopt **Resolution 2022-177** approving Amendment No. 1 to the Professional Services Agreement with LPA, Inc. for additional design and planning services for the Multi-Generational Recreation Center (CIP 78178), increasing the not to exceed amount by \$3,250,239 for a total not to exceed amount of \$6,593,758. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Dan Schack stated the nominations for Citizen of the Year and Professional of the Year are due to the Chamber of Commerce tomorrow and he planned on nominating Dino Margaros who passed away on September 21, 2022. Mr. Schack requested support of his petition to submit with his nomination and invited people to come to his office tomorrow or email him to sign the petition.

Mary Mitracos asked about the status of Tracy's Forestry Management Plan. Ms. Mitracos stated her husband sent an email to staff but did not get a response.

Robert Tanner shared concerns regarding sidewalks being higher than streets at crosswalks in older areas and down 11th Street adding people using wheelchairs or walkers can trip. Mr. Tanner congratulated Nancy Young on being elected as Mayor but shared his concerns regarding freedom of speech being curtailed.

Karen Moore congratulated Council on the Election results; was grateful to have Mayor Young and Council Member Arriola winning the races and appreciates that we are not having these all-night Council meetings because the Mayor limits the speakers.

3. REGULAR AGENDA

- 3.A Adopt a resolution amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fee for 2023.

Bill Dean, Assistant Development Services Director provided the staff report.

Council questions and comments followed.

Rod Attebery, Neumiller & Beardslee responded to Council questions.

There was no public comment.

ACTION: Motion was made by Mayor Young and seconded by Mayor Pro Tem Vargas to open the public hearing and requested that all comments be retroactively included in the record for the public hearing. Roll call found all in favor; passed and so ordered.

Mayor Young closed the public hearing.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Bedolla to adopt **Resolution 2022-178** approving the 2023 Development Fee for

the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan. Roll call found all in favor; passed and so ordered.

- 3.B Conduct a Public Hearing, and upon conclusion, adopt, for the Valpico Glenbriar Apartment Project Located at Valpico Road and MacArthur Drive (Apartments Project), as recommended by the Planning Commission: (1) An Ordinance: (A) Adopting a Negative Declaration for the expansion of the Apartments Project parking lot to include a portion of the rear yard of the property located at 2625 S. Macarthur Drive (Parking Site) in accordance with the California Environmental Quality Act (CEQA); (B) Approving a General Plan Amendment redesignating the Parking Site from Commercial to Residential High (GPA22-0003); (C) Amending the Zone District of the Parking Site from Community Shopping Center to High Density Residential (R22-0002); (D) Approving a Development Review Permit expanding the Valpico Glenbriar Apartment Parking Lot to include a portion of the rear yard at 2625 S. MacArthur Drive (D22-0013); And (2) A Resolution denying a Development Review Permit for the addition of a perimeter fence and gates to the Apartments Project site (D22-0005).

Mayor Young opened the public hearing.

Alan Bell, Senior Planner provided the staff report and responded to questions.

Council questions and comments followed.

Alex Glick, Development Manager – Guardian Capital provided a presentation and responded to questions.

Tim Silva spoke about crime in gated communities or fenced off areas like RV storage places adding we still have to rely on citizens and neighborhood watch groups which are more effective. Mr. Silva asked for clarification regarding 1.5/8 parking spaces, stated any new developments are supposed to fit into our master bike plan, and shared concerns regarding cyclists using Valpico Road.

Mary Mitracos stated the General Plan specifically says we do not want more gated communities or fencing than is necessary as Tracy was a small hometown community, Council needs to support the Planning Commission; they look at the General Plan frequently and added she would like to not see any gates.

Karen Moore stated she was at the Planning meeting and the reason the General Plan says that is because of connectivity. Ms. Moore added Vision Zero found that most pedestrian and bicycle fatalities occur on streets that are higher miles per hour. Valpico is a faster street than if they can go through apartment complexes or residential areas. Redbridge is a gated community, but now because of the gate there is not connectivity. The City needs to think about what the General Plans says and why.

Cynthia Comacho stated residents were told that when the apartment complex was in the planning stage that Valpico Road widening was going to be done, and residents in surrounding subdivisions would not be affected. The complex is going to cause a lot of traffic and stress and burden on residents that already use

that road and asked for clarification that Valpico Road widening is going to be worked on sooner or later.

Robert Armijo, City Engineer responded to questions.

City Council questions and comments continued.

Mayor Young closed the public hearing.

Adrienne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to introduce an Ordinance for the Valpico Glenbriar Apartment Project located at Valpico Road and MacArthur Drive (Apartments Project): (A) Adopting a Negative Declaration for the expansion of the Apartments Project Parking Lot to include a portion of the rear yard of the property located at 2625 S. MacArthur Drive (Parking Site) in accordance with the California Environmental Quality Act (CEQA); (B) Approving a General Plan Amendment redesignating the parking site from commercial to residential high (GPA22-0003); (C) Amending the zone district of the parking site from community shopping center to high density residential (R22-0002); and (D) Approving a Development Review Permit expanding the Apartments Project Parking Lot to include a portion of the rear yard located at 2625 S. MacArthur Drive (D22-0013). Roll call found all in favor; passed and so ordered.

Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adopt a Resolution to approve a Development Review Permit for the addition of a perimeter fence and gates to the Valpico Glenbriar Apartments Project, 351 E. Valpico Road (Application Number D22-0005).

Bijal Patel, City Attorney explained what is before Council is a recommendation by the Planning Commission. It has a resolution with the requisite findings for their determination for a denial. If Council chooses to overturn that and approve it Council needs to continue the item and have staff come back with a resolution with the correct findings to approve it. This is in context of a land use permit which has to have a specific set of findings to support the determination. If a different recommendation is made, staff needs to make new findings.

Council comments and questions to the City Attorney followed regarding bringing back a new resolution for Council to approve the Development Review Permit.

ACTION: It was moved by Mayor Pro Tem Vargas and seconded by Council Member Davis to modify Mayor Pro Tem Vargas's previous motion to bring back the resolution to approve the Development Review Permit at the time of the second reading of the ordinance at the December 6, 2022, Council meeting. Roll call found all in favor; passed and so ordered.

3.C Adopt a Resolution: (1) Declaring, as exempt surplus property under Government Code Section 54221(G), a sub-portion of the property owned by the City of Tracy located at 5749 South Tracy Blvd, APN 25311031/25311016 commonly known as the Tracy Airport, to allow a future long-term lease with Riya

Enterprises; and (2) Repealing Resolution 2022-140 that declared the entire Tracy Airport and the City-Owned property located at 505 E. Durham Ferry Road APN 25527008, commonly known as the New Jerusalem Airport, as exempt surplus.

Karin Schnaider, Assistant City Manager provided the staff report.

Tim Silva encouraged Council to adopt a Lease Agreement with Skyview as he does not want to hold Skyview back from expanding. Mr. Silva wanted to keep New Jerusalem open for new projects. As long as we keep it to Tracy Airport on Tracy Blvd, he was comfortable with that.

Council questions and comments followed.

ACTION: Motion was made by Council Member Davis and seconded by Council Member Arriola to adopt **Resolution 2022-179** (1) Declaring, as exempt surplus property under Government Code Section 54221(G), a sub-portion of the property owned by the City of Tracy located at 5749 South Tracy Blvd, APN 25311031/25311016, commonly known as the Tracy Airport, to allow a future long-term lease with RIYA Enterprises; and (2) Repealing Resolution 2022-140 that declared the entire Tracy Airport and the City-owned property located at 505 E. Durham Ferry Road APN 25527008, commonly known as the New Jerusalem Airport, as exempt surplus. Roll call found all in favor; passed and so ordered.

3.D Approve a Resolution adopting the 2023 Biennial Legislative Platform (Platform) and, as a supplement to the Legislative Response Policy adopted by Resolution 2004-208, require that the Platform be adopted every two years during the City Council's Biennial Strategic Planning Retreat.

Karin Schnaider, Assistant City Manager provided the staff report.

Council questions and comments followed.

Council Member Davis requested supporting legislation that supports our ability as a city to have local control regarding housing. Mayor Young supported the request.

Tim Silva supported the legislative package, and the funding priorities as it gives residents a clear view that our funding priorities are based on the readiness of projects, will give linear line for all Councils to see and liked that our Council can go to D.C. and talk to elected representatives about funding. The City needs that funding at Federal, State and County level.

Mary Mitracos supported the item and stated over 20 years ago she asked staff to pay attention with what was going on with the County that affects Tracy. Ms. Mitracos was happy the City is talking about maintaining ties with neighbors regionally but also entire State and Federal Government. Great progression.

Karen Moore asked why the Aquatic Park is not on the list.

Council questions and comments followed.

Mayor Young requested putting the Aquatic Center on the list and actively pursuing it.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to adopt **Resolution 2022-180** approving the 2023 Biennial Legislative Platform, and as a supplement to the Legislative Response Policy adopted by Resolution 2004-208, requiring that the platform be adopted every two years during the City Council's Biennial Strategic Planning Retreat. Roll call found all in favor; passed and so ordered.

3.E Appoint, by motion, a subcommittee of two Council Members, and an alternate, to interview applicants to fill one term vacancy on the Tracy Parks and Community Services Commission.

Adrienne Richardson, City Clerk provided the staff report.

Council questions and comments followed.

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to appoint Council Member Davis and Mayor Pro Tem Vargas to the subcommittee and Mayor Young to serve as alternate to interview applicants to fill one term vacancy on the Parks and Community Services Commission. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Mayor Young mentioned a public comment was received via email from Raghu regarding the Aquatic Center.

Karen Moore stated the community is experiencing a high number of respiratory issues and encouraged everyone to have a flu shot.

Charles Jones spoke in support of the City's homeless program, thanked the City as someone with family Veterans that are suffering from war trauma for building a program that helps uplift the most vulnerable and rejoin the community at large. Mr. Jones thanked staff for putting together their plans, research and implementing the plans and thanked Council Member Arriola for defending staff who often get blamed for things. Mr. Jones also spoke about needing more affordable housing in Tracy, the average rent is high.

5. STAFF ITEMS – Michael Rogers, City Manager provided update on the following:

- Temporary Traffic Signal Update - The temporary traffic signal at Valpico and Corral Hollow is currently set to flash and will become fully operational with video vehicle detection, by Thursday afternoon.
- Corral Hollow Corridor Website Launch - A new Corral Hollow Corridor website has been launched, highlighting the seven construction and improvement phases along Corral Hollow Road. The new site features an interactive map that highlights current and future construction locations, provides updates on active road work, progress photos, anticipated timelines, and a resource section with frequently asked

questions. It also provides the opportunity to connect directly with the City to ask questions about the Corral Hollow Corridor projects. Website is:

www.CHcorridor.com

- Upcoming Grand Events - Open Mic Night at The Grand this Thursday – sign-ups are at 6:30 p.m., begins at 7:00 p.m. Visit AtTheGrand.org to learn more.
- Interim Shelter Update – Happy to share that after staff worked around the clock and through the weekend, the soft opening of the Interim Shelter on Arbor Road is taking place this week. Our team has already supported the successful transition of 14 individuals (and their animals) to our facility so they have a safe, warm place to stay tonight. TRACER will begin providing bus service between the Transit Station and Interim Shelter starting tomorrow. Citynet has a “Go Team” onsite and is currently recruiting for positions: Visit CityNet.org
- The RADCard program is back just in time for the holidays! The first round of funding went very fast and the County expects this second round of \$500k that will be released tomorrow at noon.
- City Holiday Closures – City offices will be closed next Thursday and Friday in observance of the Thanksgiving holiday, happy Thanksgiving to everyone.

6. COUNCIL ITEMS – Mayor Pro Tem Vargas wished everyone a happy Thanksgiving and asked if the City has a turkey trot.

Council Member Arriola wished everyone a happy Thanksgiving adding he will be in Idaho for a week and the following week will be in Washington D.C. at the International LGBTQ Victory Conference.

Council Member Davis requested support for a memo or update regarding when the General Plan will be coming back to Council. Mayor Pro Tem Vargas supported the request.

Council Member Davis requested support for staff to look at how to accelerate the expansion of Valpico Road. Council Member Arriola supported the request.

Council Member Davis asked when the Tracy Urban Forestry Management Plan will be coming back. Mayor Pro Tem Vargas supported the request.

Council Member Davis requested support for a way of taking a proactive approach on analyzing the conditions of our sidewalks in an effort to be more ADA compliant and friendly. Mayor Pro Tem Vargas and Council Member Bedolla supported the request.

Council Member Davis stated it was a beautiful Veterans Day ceremony and thanked the VFW Post 1537 and James McDermott American Legion Post 172 for organizing the event. Council Member Davis asked when Council will be discussing the One Voice trip and wished everyone a happy Thanksgiving.

Mayor Young thanked those who voted for her and congratulated Council Member Arriola for being re-elected to City Council. Mayor Young announced on November 16, 2022, at West High School in the gym there will be the Anti bullying Red Carpet Award ceremony at 5:30 p.m. – 7:00 p.m. The theme is *Don't stand by, stand up against bullying*. Students will be recognized for their efforts against bullying. Mayor Young explained how the RADCard works which is used in the County. Mayor Young wished

everyone a happy Thanksgiving to all, announced her birthday is December 1, and the Downtown Tracy Parade of Lights is on December 3, 2022, on 10th and B Streets and 6th Street and Central Ave.

7. ADJOURNMENT – Time: 10:39 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 November 10, 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 the City Council adopt a Resolution making findings and re-authorizing remote teleconference meetings of the City Council and all legislative bodies of the City of Tracy for the period from December 7, 2022 through January 5, 2023 pursuant to the Brown Act.

EXECUTIVE SUMMARY

AB 361 allows legislative bodies to use abbreviated teleconferencing procedures during a declared state of emergency upon the making of required findings. These abbreviated procedures allow a body to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953 of the Ralph M. Brown Act (Cal. Gov. Code section 54950 – 54963).

BACKGROUND AND LEGISLATIVE HISTORY

On March 17, 2020, the City Council of the City of Tracy ratified the declaration of an emergency by the City Manager due to COVID-19 in accordance with Chapter 3.26 of the Tracy Municipal Code. The City Council subsequently adopted resolutions with requisite findings authorizing remote teleconference meetings of the City Council and all legislative bodies of the City of Tracy, including Boards and Commissions, pursuant to AB 361.

While the City has allowed in-person attendance at City Council meetings, the City is experiencing an increase in rates of COVID-19 cases within the County of San Joaquin and amongst the City staff pool. Due to this increase, the City reinstated social distancing protocols at in-person attendance at City Hall and encouraged the use of teleconferencing for City Council meetings.

On November 15, 2022, City Council adopted Resolution 2022-169, which made findings and authorized remote teleconference meetings of the City Council and all legislative bodies of the City of Tracy, including Boards and Commissions, for the period of November 16, 2022 through December 15, 2022. In order to maintain compliance with Section 54953(e) of the Ralph M. Brown Act (Gov. Code section 54950 – 54963) which allows the continued use of teleconferencing, Council must make the required findings and re-authorize remote teleconferencing meetings of the legislative bodies for the City of Tracy.

This item requests that the City Council approve this proposed action for continued compliance with the Brown Act.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As the Delta variant has surged in California, the Legislature took action to extend the COVID-19 exceptions to the Brown Act's teleconference requirements, subject to some additional safeguards. On September 16, 2021, Governor Newsom signed Assembly Bill 361, to allow a local agency to use teleconferencing if certain circumstances exist without complying with the Brown Act's traditional agenda posting, physical access, and quorum requirements for teleconferencing provisions (Attachment A).

The goal of AB 361 is "to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options" consistent with Executive Order N-29-20. The bill contains an urgency clause, which made the bill effective upon signing with a sunset date of January 1, 2024.

The new Section 54953(e)(1) of the Brown Act, as amended by AB 361, allows legislative bodies to continue to meet via teleconference without complying with the Brown Act's teleconferencing requirements, but only during a state of emergency proclaimed by the Governor, in which, 1) state or local health officials have imposed or recommended measures to promote social distancing, or 2) the legislative body has determined by majority vote that meeting in person would present an imminent risk to the health or safety of the attendees.

A local agency that holds a meeting under these circumstances would be required by AB 361 to follow the steps listed below, in addition to giving notice of the meeting and posting agendas as required under the Brown Act. These additional requirements are intended to protect the public's right to participate in the meetings of local agency legislative bodies.

Pursuant to AB 361 local agencies are required to do all of the following in addition to meeting notice requirements under the Brown Act:

- Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the legislative body pursuant to the Brown Act's other teleconferencing provisions.
- In each instance when the local agency provides notice of the teleconferenced meeting or posts its agenda, give notice for how the public can access the meeting and provide public comment.
- Identify and include in the agenda an opportunity for all persons to attend via a call-in or an internet-based service option; the legislative body needs not provide a physical location for the public to attend or provide comments.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the public.
- Stop the meeting until public access is restored in the event of a service disruption that either prevents the local agency from broadcasting the meeting to the public using the call-in or internet-based service option or is within the local agency's control and prevents the public from submitting public comments (any actions taken during such a service disruption can be challenged under the Brown Act's existing challenge provisions).
- Not require comments be submitted in advance (though the legislative body may provide that as an option) and provide the opportunity to comment in real-time.
- Provide adequate time for public comment, either by establishing a timed public

- comment period or by allowing a reasonable amount of time to comment.
- If the legislative body uses a third-party website or platform to host the teleconference, and the third-party service requires users to register to participate, the legislative body must provide adequate time during the comment period for users to register and may not close the registration comment period until the comment period has elapsed.

ANALYSIS

While the City has allowed in-person attendance at City Council meetings, the City is experiencing an increase in rates of COVID-19 cases within the County of San Joaquin and amongst the City staff pool. The San Joaquin County Public Health Services provided an update to the City Council of this situation at the June 7, 2022 meeting. In addition, the Human Resources Department of the City of Tracy has documented an increase in COVID-19 positive test rates amongst City staff in recent weeks. To minimize the exposure to COVID-19 from this recent surge, the City is reinstating social distancing protocols at in-person attendance at City Hall and encouraging the use of teleconferencing for City Council meetings.

Given these changed circumstances created by the increasing rates of COVID-19, the recommendation is that City Council make the following finds by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules.

If Council approves the proposed resolution, staff will present a staff report to Council every thirty days to verify that the circumstances continue to exist.

FISCAL IMPACT

There is no fiscal impact.

STRATEGIC PLAN

This agenda item relates to the City Council's Strategic Priorities in the area of Public Safety (Goal #1 Support COVID-19 Public Health Recovery).

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution making findings and re-authorizing remote teleconference meetings of the City Council and all legislative bodies of the City of Tracy for the period from December 7, 2022 through January 5, 2023 pursuant to the Brown Act.

Prepared by: Adrienne Richardson

Reviewed by: Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments:

A - Assembly Bill

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, "state of emergency" means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

TRACY CITY COUNCIL

RESOLUTION NO. _____

MAKING FINDINGS AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD OF DECEMBER 7, 2022, TO JANUARY 5, 2023, PURSUANT TO THE BROWN ACT

WHEREAS, The City of Tracy is committed to preserving and nurturing public access and participation in meetings of the City Council; and

WHEREAS, All meetings of the City of Tracy's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code section 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, AB 361 allows legislative bodies to use abbreviated teleconferencing procedures during a declared state of emergency upon the making of required findings, so as to allow a body to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953 of Brown Act; and

WHEREAS, On March 17, 2020, the City Council of the City of Tracy ratified the declaration of an emergency by the City Manager due to COVID-19 in accordance with Chapter 3.26 of the Tracy Municipal Code; and

WHEREAS, While the City has allowed in-person attendance at City Council meetings, the City is experiencing an increase in rates of COVID-19 cases within the County of San Joaquin and amongst the City staff pool; and

WHEREAS, The San Joaquin County Public Health Services provided an update of the increasing rates at the June 7, 2022, City Council meeting; and

WHEREAS, The Human Resources Department of the City of Tracy has documented an increase in COVID-19 positive test rates amongst City staff in recent weeks; and

WHEREAS, To minimize the exposure to COVID-19 from this recent surge, the City reinstated social distancing protocols at in-person attendance at City Hall and encouraged the use of teleconferencing for City Council meetings; and now therefore be it

RESOLVED:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution as findings of this City Council by this reference.

Section 2. Findings. The City Council hereby finds the following:

- A. That due to COVID-19, including the recent surge being experienced in the City of Tracy, holding City Council and other legislative body meetings exclusively in person will present imminent risk to the health and safety of attendees.
- B. That COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to affirm a local emergency exists and re-ratify the proclamation of a state of emergency by the Governor of the State of California.

Section 3. Remote Teleconference Meetings. The City Council, including Council subcommittees, and all Boards and Commissions of the City of Tracy are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act for the period of December 7, 2022 through January 5, 2023.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on December 6, 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 the appointment of five youth Commissioners to the Youth Advisory Commission based upon the interview and selection panel recommendations.

EXECUTIVE SUMMARY

The bylaws of the Youth Advisory Commission set the minimum number of youth appointed Commissioners at eight, with a maximum limit at fourteen and a maximum of three adult Commissioners. A selection panel was established and made recommendations for five youth to be appointed for a two-year term to fill the existing youth vacancies on the Youth Advisory Commission.

BACKGROUND AND LEGISLATIVE HISTORY

The Youth Advisory Commission (YAC) was established by City Council in 1998 with the purpose of providing youth with an opportunity to make a positive impact in their communities and advising the City Council, Parks and Community Services Commission and staff on matters relating to the welfare of youth in Tracy.

The bylaws are crafted to include two youth representatives from each of the four comprehensive high schools in the area (Kimball, Millennium, Tracy and West) and the four alternative education high schools (Delta Charter, Duncan-Russell Community Day School, Willow Community Day School, and Stein Continuation). The selection process for the Youth Advisory Commission is to have a diverse group of teens that reflect each of the Tracy area high schools, and who wish to have a voice in their community and be involved in the Commission. Adult Commissioners shall reside within the jurisdiction of any Tracy school district to include one member of the School District and two members of the community who desire to work with youth. Currently the Commission has nine youth and two adult vacancies.

The bylaws of the Youth Advisory Commission call for a selection panel to review new applications and make recommendations for appointment to the City Council. Recruitment for the youth and adults Commissioners began on August 22, 2022, with a deadline of September 30, 2022.

ANALYSIS

This year's interview panel consisted of Parks and Community Services Commissioner Todd Lieberg, Recreation Coordinator Amanda Jensen, and Recreation Coordinator DeAnna Pombo.

The panel conducted interviews with five students on October 24, 2022. Each of the candidates were rated on a scale of A through D and by school. Due to the limited number of applicants, the panel was able to select all five students. In accordance with Resolution No. 2011-120, the bylaws call for the selection panel to make their recommendation to the City Council to be

considered annual in July or throughout the year to fill vacant positions when they become available. The selection panel recommends the following two youth fill the remainder of vacated two-year terms, February 2, 2022, to July 31, 2023: Namitha Anoop from Tracy High and Sisam Bhattarai from Millennium High School and the following three youth to fill the remainder of vacated two-year terms, from July 31, 2022, to July 31, 2024: Kaavya Mahendran and Ibrahim Shah from West High School and Archit Bhattacharyya from Kimball High School.

FISCAL IMPACT

This program is funded in the Parks and Recreation General Fund budget.

PUBLIC OUTREACH/INTEREST

The City recruits new Commissioners on an ongoing basis to fill any vacancies created by outgoing Commissioners. Marketing efforts include City website, social media, outreach to the various high schools, emails to the various community service clubs in the Tracy community, and any interest cards that have been completed with the City Clerk.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the appointment of five youth Commissioners to the Youth Advisory Commission based upon the interview and selection panel recommendations.

Prepared By: Amanda Jensen, Recreation Program Coordinator

Reviewed By: Jolene Jauregui, Recreation Program Manager
Brian MacDonald, Director of Parks and Recreation
Sara Cowell, Finance Director
Karin Schnaider, Assistant City Manager
Midori Lichtwardt, Assistant City Manager

Approved By: Michael Rogers, City Manager

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE APPOINTMENT OF FIVE YOUTH COMMISSIONERS TO THE YOUTH ADVISORY COMMISSION BASED UPON THE INTERVIEW AND SELECTION PANEL RECOMMENDATIONS

WHEREAS, the bylaws of the City of Tracy's Youth Advisory Commission (YAC) call for a minimum of eight to a maximum of fourteen youth Commissioners and a maximum of three adult Commissioners that may sit on the Commission, and

WHEREAS, the eligibility criteria and selection process of YAC Commissioners are established in accordance with Resolution No. 2011-120, and

WHEREAS, the City recruits new Commissioners on an ongoing basis to replace the outgoing Commissioners and existing vacancies, and has established a selection panel to recommend appointees to City Council; and

WHEREAS, the selection panel recommends the following two youth fill the remainder of vacated two-year terms, February 2, 2022, to July 31, 2023: Namitha Anoop from Tracy High and Sisam Bhattarai from Millennium High School, and the following three youth to fill the remainder of vacated two-year terms, from July 31, 2022, to July 31, 2024: Kaavya Mahendran and Ibrahim Shah from West High School and Archit Bhattacharyya from Kimball High School; and now therefore, be it

RESOLVED, That the City Council of the City of Tracy hereby approves the appointment of the five youth Commissioners to the Youth Advisory Commission recommended by the selection panel as identified above, and for all recommended terms.

The foregoing Resolution 2022-_____ was passed and adopted by the Tracy City Council on the 6th day of December 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 adopt a resolution approving an amendment to a Professional Services Agreement with Harris & Associates, Inc. to extend the term for an additional one year with a not to exceed amount of \$100,000 for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District.

EXECUTIVE SUMMARY

Staff is recommending that a one-year extension for a Professional Services Agreement (PSA) with a not-to-exceed the amount of \$100,000, be approved with Harris & Associates, Inc. ("Harris") for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District (LMD). The services include the annual preparation and certification of the LMD Engineer's Report and levy, District annexations, formations, reorganizations, dissolutions and financial analyses.

BACKGROUND AND LEGISLATIVE HISTORY

The City entered into Agreement with Harris by City Council approval on December 19, 2017. The initial contract was for two years with three, one-year, optional extensions. All extensions were executed through approval granted to the City Manager by Resolution No. 2017-259.

ANALYSIS

A one-year extension, outside of the contracted terms, is being requested by the Parks and Recreation Department due to the transition of the Landscape Maintenance District operations and fiscal management into Park & Recreation as of July 1, 2022. Staff is requesting to continue to work with Harris & Associates, Inc. for another year in order to efficiently manage the financial aspect of the LMD because of their historical knowledge and familiarity. In addition, Harris has been an exceptional consultant for LMD and has provided much needed assistance with parcel reviews.

FISCAL IMPACT

The amendment will continue to be funded by the LMD (Fund 271).

STRATEGIC PLAN

This item does not apply to any Strategic Plan and is routine in nature.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution approving an amendment to a Professional Services Agreement with Harris & Associates, Inc. to extend the term for an additional one year with a not to exceed amount of \$100,000 for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District.

Prepared by: Robin Kloepfer, Management Analyst II

Reviewed by: Brian MacDonald, Director of Parks and Recreation
Sara Cowell, Finance Director
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments:

- Attachment A – Original Contract – *Professional Service Agreement Administrative, Engineering and Financial Services for the Tracy Consolidated Landscape Maintenance District*
- Attachment B – Amendment No. 1 – One-year extension to *Professional Service Agreement Administrative, Engineering and Financial Services for the Tracy Consolidated Landscape Maintenance District*

CITY OF TRACY**PROFESSIONAL SERVICES AGREEMENT
ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY
CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT**

This Professional Services Agreement (hereinafter "Agreement") is entered into between the City of Tracy, a municipal corporation (hereinafter "City"), and Harris & Associates, Inc., a California Corporation (hereinafter "Consultant").

RECITALS

- A.** On August 31, 2017, the City issued a Request for Proposals (RFP) for ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT (Project).
- B.** On September 28, 2017, Consultant submitted its proposal for the Project to the City.
- C.** After negotiations between the City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

Now therefore, the parties mutually agree as follows:

- 1. Scope of Services.** Consultant shall perform the services generally described in Exhibit "A" attached and incorporated by reference. Consultant's specific scope of services shall be more particularly described in individual Task Orders subject to the written approval of the City and Consultant. The terms of this Agreement shall be incorporated by reference into each Task Order. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Brian Brown, Project Manager. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractor or subconsultant, without the City's prior written consent.
- 2. Term of Agreement.** The term of the Agreement shall be from the date that both parties have signed the Agreement through December 31, 2019. The Agreement may be extended by the City Manager for three additional one-year terms at the City Manager's discretion.
- 3. Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth here shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in each individual Task Order. Any services for which times for performance are not specified in each individual Task Order shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

4. Compensation.

4.1 General. For services performed by Consultant under this Agreement, City shall pay Consultant at the billing rate amounts set forth in Exhibit "B," Not to Exceed \$100,000 per year and Not to Exceed the amount set forth in each individual Task Order. For services performed by Consultant under this Agreement, City and Consultant will agree, in writing, that City will pay Consultant either a lump sum fee for each project or on a time and materials basis, at the billing rate amounts. Consultant's billing rates, and Not to Exceed amount, shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City's prior written approval.

4.2 Invoices. Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

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

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

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

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

6. Insurance.

6.1 General. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

6.2 Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

6.5 Professional Liability coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per occurrence.

6.6 Endorsements. Consultant shall obtain endorsements to the automobile and commercial general liability with the following provisions:

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

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

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

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

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

6.10 Substitute Certificates. No later than 30 days before the policy expiration date of any insurance policy required by this Agreement, Consultant shall provide a substitute certificate of insurance.

6.11 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

7. Independent Contractor Status; Conflicts of Interest. Consultant is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization to Consultant.

Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. City may terminate this Agreement if Consultant maintains or acquires such a conflicting interest.

8. Termination. The City may terminate this Agreement by giving ten days written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents prepared by Consultant for this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

10. Miscellaneous.

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

To City:
Public Works Director
City of Tracy
520 Tracy Blvd.
Tracy, CA 95376

To Consultant:
K. Dennis Klingelhofer
Vice President
1401 Willowpass Road, Suite 500
Concord, CA 94520

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

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

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

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

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

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

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

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

10.8 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. City may void this Agreement if Contractor is a suspended corporation,

limited liability company or limited partnership at the time it enters into this Contract. City may take steps to have this Agreement declared voidable.

10.9 Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

10.10 Entire Agreement; Severability. This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.


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

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

Consultant


By: Robert Rickman
Title: Mayor
Date: 1-10-18


By: K. Dennis Klingelhofer
Title: Vice President
Date: 11/16/2017

Attest: 
By: ~~Nora Pimentel, City Clerk (Interim)~~
Adrienne Richardson

Federal Employer Tax ID No. 94-2385238


Approved As To Form:
 for
By: Thomas Watson, City Attorney

By: Steve Winchester
Title: Senior Vice President, Chief Development Officer
Date: 11/15/2017

- Exhibits:
A. Scope of Services
B. Billing rates

Exhibit A

OBJECTIVE 1 – ANNUAL ADMINISTRATION SERVICES

Kick-off meeting and Annual Levy Timeline

Harris will coordinate an annual kick-off meeting with City staff to review the annual levy timeline and discuss any changes in the annual administration process. This will include a discussion of anticipated maintenance expenses for the coming year early enough to identify any potential need for property owner noticing and balloting under Prop. 218. Any recent or pending legislative changes will also be reviewed with City staff.

Deliverable:

- Detailed schedule of tasks required for the annual update process, including dates for the submittal of draft documents for City review, submittal dates for final documents based upon the City Clerk's requirements for the preparation of Council agenda packages and publication dates.

Update Parcel Database/Spreadsheets

Based on information shown on the latest County Tax Roll and Assessor's data update the database for each district. Harris will utilize other data sources to provide more current information when available. Where required to accurately reflect the current development status of parcels prior to the calculation of the annual levy, Harris' project team will research City building permits and Certificate of Occupancies. This will provide the maximum revenues to the City. In updating the parcel database, Harris maintains a clear "audit" trail (parent/child relationship) and will provide a summary report of parcel changes in each district from the prior year. Any "over-rides" of the County Assessor's data will also be tracked and included in the summary reports so that there is clear trail of the basis that was used for the calculation of the annual assessment on parcels.

Deliverable:

- Current database for each district, which will be provided to the City in a viewable format to facilitate parcel lookups. The database will be search-able by both APN and situs address.
- Research for any missing parcel data (acreage, land use, etc.)
- Parcel Change report for each district that provides a summary of parcel changes and updates.

Annual Budget Preparation Support

Harris will assist the City in the development of annual budgets for each district. This will include reviewing historical costs, projected fund balances, CIP budgets and replacement/rehabilitation needs. This will allow the City to evaluate the potential need for future increases to determine if Prop 218 proceedings may be required to allow adequate time for property owner outreach and education activities.

Deliverable:

- Budgets for each district.

Prepare Annual Engineer's Reports

Annual Engineer's Reports will be prepared for each district based upon the requirements of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution. The report will be prepared under the direction of the Assessment Engineer as the registered professional engineer responsible for signing each report.

Deliverable:

- Updated Engineer's Report for the district prepared under the direction of the Assessment Engineer (two copies of full report with Assessment Roll and one electronic copy of the report).

Preparation of Approval Documents

Harris will prepare required resolutions, City Council reports and other documents required for the annual renewal of the maintenance and special services districts. These will be prepared in draft form for review by City staff including the City Attorney. All documents will be prepared in advance of the City Clerk's date for agenda items.

Deliverable:

- Review of City Council resolutions, staff reports, notices and documents needed for the annual renewal of the districts.

Meeting Attendance

Harris' Project Manager and/or Assessment Engineer will attend up to two city council meetings during the annual update process at the request of City staff.

Deliverable:

- Attend two city council meetings.

Prepare and Submit Annual Assessments

Compile and transmit a complete list of the assessment or special tax levies for each assessor's parcel to the County via disk or other manner as requested by the City of Tracy. Since there are separate fund numbers for each district, separate submittals will be made for each levy. Harris will research any exceptions, resolve all discrepancies, resubmit data to County and confirm acceptance of the updated levies prior to the August 10th deadline.

Deliverable:

- Annual levy submittal documents and data.
- Updated parcel data reflecting changes reflected in final levy submittal.
- Levy submittal summary report showing final amount to be placed on the property tax roll for collection, and description of any variance between amount shown in reports (such as publicly owned or SBOE parcels).

Respond to Property Owners' Inquiries

At the City's request, Harris will provide toll-free telephone number to be included on the County's property tax bills. Harris will respond to property owner inquiries and maintain a log of all calls received, the nature of the call and any recommended actions, and provide the City with monthly summary of the calls received. All calls will be returned within one business day if not answered at the time of the call. Harris will provide bilingual support if requested.

Deliverable:

- Monthly report on inquiries and call activity.

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

Parcel Annexations and District Formations

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

- Meet with City staff to review the services and budgets for the services currently being funded by the existing assessment District, the City's goals for the formation of the new district or to annex property into an existing District/Zone, the strategies for approaching the analysis and cost apportionment, the proposed improvements to be included in the new or existing District, and other information regarding the proposed project. This meeting will verify that all parties understand all aspects of the work before any work begins.
- Review the locations of the improvements being maintained and to be maintained by the District, the levels of improvements and maintenance services to be funded, budget requirements, and other considerations that may impact the need to establish maintenance zones within the district based upon the special benefit received by parcels.
- Develop annual budgetary cost estimates for the operation, maintenance and services to be included in the new district, the number and type of properties, and other pertinent information. It is anticipated that the City will provide Harris with access to the City's GIS including information on existing maintenance zones, parcels included within the District and the location of the improvement to be maintained.
- Develop the parcel database based upon the last equalized County Assessor's Roll. Identify all public property and ascertain whether any benefit from the improvements is received. This includes parks, fire stations and school sites. Identify all parcels that receive a special benefit. In addition, it is anticipated that the City will provide Harris with a copy of the prior year's assessment rolls in an electronic format (Microsoft Excel or similar).
- Develop a proposed assessment methodology for the new district based upon the analysis of the improvements proposed to be maintained, and the need to create new benefit zones based upon the requirements of Proposition 218. Up to three methodologies will be prepared and evaluated by the City's team before preparation of the draft, Preliminary Engineer's Report.
- Meet with the City's project team to present our recommendations for the formation of the new district, review preliminary assessment rates, the level of contributions that may be required based upon "general" benefit, and a strategy for the formation of the new district.
- Prepare a draft, Preliminary Engineer's Report based on the selected methodology, the requirements of the Landscaping and Lighting Act of 1972 and Article XIID of the California State Constitution (the Report will be prepared by a Registered Professional Engineer). Submit up to five (5) copies of the draft Report. Review with City staff and discuss comments. (Includes up to one meeting.)
- Finalize the Preliminary Engineer's Reports based on a set of consolidated comments received from City staff and submit up to ten (10) copies for processing and filing.
- Prepare presentation summarizing the proposed assessment methodology, assessment rates and

projected revenues, and project timeline. Attend City Council work-session as requested by City staff.

- Prepare all resolutions, notices, and ballots for the City's review and comment, as well as review by their legal counsel.
- Harris will attend up to two (2) City Council meetings (Intent Meeting and Public Hearing) to be available to assist the City staff and answer any technical questions.

Additional Services, As Authorized:

- Assist the City in the development of public outreach and education information related to the new district.

Responsibilities of the City

- City to designate a responsible official to manage and coordinate the project.
- Conduct public outreach and education of property owners within the proposed new district, with the assistance of Harris, as requested.
- Make available to Harris all available data, information, reports, maps, plans, specifications, cost estimates and other reasonable information for the proper performance for Harris' services.
- Provide qualified legal counsel to draft legal notices, review resolutions, etc., and to provide legal advice to City staff and to the Assessment Engineer, as required.

Re-organization

A re-organization will be performed or considered at the City's request, based on consideration of a specific zone, multiple zones, or all zones within the District. A customized approach to any reorganization effort will be developed, reviewed, discussed, and approved by City staff prior to any work begins. However, the tasks below summarize the process to determine the feasibility of a District reorganization.

- Harris will discuss and strategize with City staff the reasoning for reorganization and develop a strategy and plan of action to address the City's needs. This strategy session will focus on identifying potential approaches and the strengths and weaknesses of each, requesting any necessary information, along with a project timeline, and the identification of the project scope.
- Harris will identify options for structuring the reorganization based on information obtained during the strategy session and any information obtained and reviewed. These options are anticipated to include the restructuring or consolidation of the existing District or zones, as well as the modeling of the proposed assessment methodology, assessment rates, and review of any other issues or considerations.
- Harris will prepare a technical memorandum or study for City staff depending on the size and scope of the reorganization effort. This document will memorialize options, the results from any modeling, discuss the strengths and weakness of options presented, provide recommendations, a proposed timeline and implementation action plan, and outline next steps.

Dissolution

The dissolution of a District or zone will be performed at the City's request. Depending on the circumstances and reasoning for the dissolution, additional administrative tasks may be required following the dissolution, but the general process has been summarized below.

- Harris will prepare a sample notice of public hearing outlining the specifics of the dissolution of the District(s)/zones and where any public inquires can be directed for review. The sample notice shall be reviewed by City staff and their qualified legal counsel.
- Harris will coordinate the production, printing, and mailing of the Notice of Public Hearing to all

impacted property owners.

- Harris will attend the Public Hearing to provide technical support to City staff regarding any actions related to the dissolution of the District(s)/zones.

OBJECTIVE 3 – RATE INCREASE EFFORTS

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

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

OBJECTIVE 4 – BALLOTING SERVICES

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

- Review balloting process and the procedure for the receipt and handling of the ballots as they are returned. A written procedure will be provided that may be approved by the City, if desired. This would provide a policy for replacement ballots if someone loses theirs, multiple owner ballots if the owners wish to vote separately, and the procedure for the receipt and handling of the ballots that are returned.
- Discuss with City staff (including City Clerk and City Attorney) via teleconference the assessment balloting procedures and the upcoming schedule of events.
- Prepare a draft of the Assessment Notice and Ballot information for review by qualified legal counsel, as required by the 1972 Act and Article XIII D of the California Constitution (Proposition 218).
- Finalize the Assessment Notice and Ballot information. Prepare and coordinate printing and mailing services to mail individual notices/ballots to all property owners within the proposed district, as required by the 1972 Act and Article XIII D of the California Constitution. Bar-coding will be utilized to facilitate the tabulation process. This includes printing of notices, ballots, mailing

envelopes and ballot return envelopes, stuffing into envelopes, and posting with City provided postage. In addition, we will prepare and mail Replacement Ballots as requested during the balloting period.

- As of January 1, 2001, the Proposition 218 Omnibus Implementation Act was modified such that assessment ballots cannot be opened before the end of the Public Hearing. Therefore, at the close of the Public Hearing, the assessment ballots will commence to be tabulated electronically with the use of bar-coding equipment and a computer program that simplifies the process and automates the result summaries. A laptop computer and staff members will be used on-site for ballot tabulation. The balloting results will be prepared summarizing (by number of parcels and assessment amount) the total ballots received, and the percentage in favor and against. If less than 50% of the voted assessment amount is against the assessment (if there is no majority protest), then the City Council may approve the desired action and levy the assessments for collection on the property tax bills.

Responsibilities of the City:

- City to designate a responsible official to manage and coordinate the project.
- Provide qualified legal counsel to review legal notices, ballots, resolutions, etc., and to provide legal advice to City staff and to the Assessment Engineer, as required. Schedule the City Council meetings, hearings and the publishing of all legal notices.
- Provide executed copies of the resolutions approved by the City Council and all published notices.
- Provide postage for mailed noticing/balloting.

OBJECTIVE 5 – PREPARATION OF STAFF REPORTS AND RESOLUTIONS

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

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

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

OBJECTIVE 6 – ANALYSIS OF FINANCING STRATEGIES

Harris will prepare a feasibility study or a memorandum to identify options which may inform the City of methods to rectify any revenue shortfalls and identify additional revenue streams available to the City. Each study will be prepared and customized to the specific needs of the City, but we've generally outlined the process below for your reference:

Kick-off Meeting

Harris will meet with City Staff to obtain a better understanding of project and define a project scope that

meets the city's needs. The meeting will focus on understanding the City's need for additional financing, how such monies will be used, and the goals and priorities which may include: policy, legal, and political considerations; project timelines; budget information; access and availability of information.

Technical Study/Memorandum

Harris will prepare a technical memorandum with the information necessary to inform the City of their options and to allow for policy decisions to be made. The memorandum may include, but not be limited to containing identified financing or funding options available to the City, the authorizing statutes, an outline of the establishment process for each option, a discussion of the strengths and weaknesses of each option, a planning-level analysis, and recommended next steps.

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

At the request of the City, Harris will re-engineer the District and memorialize the findings in a study. A scope of work will be customized to meet the City's specific needs related to this task, but re-engineering of the District will include, but not be limited to assisting the City to verify the boundaries of each Zone, in identifying the public improvements that are maintained and any areas that receive services that are to be funded through assessment revenues, and the quantities of such. It is anticipated that these improvements and areas may require geo-locating (mapping) through GPS for the purposes of mapping the spatial data in GIS. Any information gathered through this effort would assist in the preparation and development of a Capital Reserve Replacement Plan for District facilities.

OBJECTIVE 8 – GENERAL BENEFIT ANALYSIS

Harris will perform a general benefit analysis for the existing District and Zones at the City's request for the purpose of bringing the District in compliance with the current legal landscape surrounding assessment districts and Proposition 218. This analysis will include, but not be limited to a review of the location and specific improvements maintained and areas serviced, the identification of any benefits conferred to the public at large or individuals who may be passing through the District by the improvements maintained and areas serviced, the quantification of such benefit, and the separation of benefit as it relates to the costs associated with the general benefits. It is important to note, that any general benefits and the associated costs identified and quantified may not be assessed to property owners within the District.

OBJECTIVE 9 – DEVELOPMENT OF CAPITAL RESERVE REPLACEMENT PLAN FOR FACILITIES IN THE DISTRICT

A number of the tasks for which a scope of work was desired, would be better informed if the City developed a Capital Reserve Replacement Plan for the District. The development of such a plan would help verify that the District and its constituents continue to be served for years to come by annually collecting and planning for the replacement of public improvements. A general scope of work has been outlined below, but any project may be customized to meet the City and the District's specific needs.

- We will meet with staff to confirm the scope of work, schedule, availability of project documents, actual improvements, their quantity, and any special needs or considerations within the District and Zones; review project goals and discuss format of deliverables, and clarify responsibilities of each party. This will help establish expectations and create a uniform task assignment process, as well as verifying that all parties are in agreement, reducing any additional workload for City staff.
- Harris will gather materials and documents to identify the capital facilities maintained within each District, using as a starting point, the improvements listed in the most current Engineer's Reports.

The inventory of the capital improvements maintained by the District will include the estimated date of construction, estimated quantities for each facility/ improvement, estimated remaining useful life and other information needed to project cyclical maintenance cost and future replacement costs. We will include notations for the general condition of said improvements (poor, fair or good). Any improvement listed as being in poor condition should be a high priority for replacement, especially if there is a question of safety. We will also utilize the knowledge of the current landscape contractor (if any) to develop assessments of the landscaping systems, specifically the irrigation systems and any landscaping that may need replaced.

- Once the inventory of the existing improvements has been developed, it will be sent to the City for comment and approval before we proceed. We will also ask City staff to identify any other future improvements planned within the District.
- Using the inventory developed in the previous task, we will use the composite cost method to estimate future cyclical maintenance and replacement costs. Replacement costs will be determined on a unit cost basis and unit costs will be applied to each asset category in terms of total square footage, linear footage or other appropriate unit measurement. Straight line depreciation will be applied using the useful life to forecast annual capital reserve fund requirements for each capital improvement item.
- A draft Budget Needs and Analysis Report will be prepared which will include the following information:
 - General Description of the Improvements;
 - Estimates of the Costs of the Improvements;
 - Useful Life Expectancy of the Improvements;
 - Future Cyclical Maintenance and Replacement Costs of the Improvements;
 - Current and Future Fund Balance Requirements;
 - Future Needs and Recommended Assessment Increase (if any);

An appendix in the Budget Needs and Analysis Report will contain all necessary historical costs, useful life expectancy and depreciation method information for each District. We will furnish a draft of the Budget Needs and Analysis Report for review and comment by City staff.

- We will incorporate the comments received into the final report and furnish copies as requested (electronic and/or hard copy) of the Final Report. It is anticipated that this information will be incorporated into the Annual Engineer's Report in future years and used in the development of the annual budgets for the District and each Zone.

Exhibit B

Fee Schedule

Annual Administration Services

Objective	Task	Lump Sum Fee ⁽¹⁾⁽²⁾
Objective 1	Annual Administration Services	\$19,775.00

(1) The Fee listed to provide Annual Administration Services is assumed for the City's 1 Landscape Maintenance District and its associated 41 Zones. This fee shall increase annually for inflation by the annual change in the annual Consumer Price Index (CPI), during the preceding calendar year, for all Urban Consumers, for the San Francisco area, as published by the United States Department of Labor, Bureau of Labor Statistics. Should the stated index be discontinued, a reasonably equivalent index should be utilized annually.

The Lump Sum Fee above includes all indirect expenses (such as travel, mileage, and duplicating, etc.).

(2) Annual Administration Services may be provided at the City's request for any additional Zones at a fee of \$750 per Zone.

Additional Consulting Services

Objective	Task	Estimated Minimum of Range*	Estimated Maximum of Range*
Objective 2	Formations/Annexations	\$7,500	\$50,000
	Re-Organization	\$9,500	\$39,500
	Dissolution	\$4,500	\$9,000
Objective 3	Rate Increase Efforts	\$9,500	\$24,500
Objective 4	Balloting Services	\$2,500 ⁽³⁾	\$24,500 ⁽³⁾
Objective 5	Staff Reports/Resolutions	Included	Included
Objective 6	Financing Strategies	\$5,500	\$35,000
Objective 7	Re-Engineering	\$5,000	\$39,500
Objective 8	General Benefit Analysis	\$5,000	\$29,500
Objective 9	Capital Replacement Plan	\$15,000	\$65,000

*The Fee Estimate Ranges provided are subject to change, but are based on similar engagements based on the information provided in the City's Request for Proposal. Actual pricing for each requested project, objective, or other task listed under the Additional Consulting Services, shall be priced on a case by case basis to verify the scope of work meets the City's specific needs.

(3) As mentioned above, a fee will be provided based on the scope of services requested by the City. However, any printing and/or postage costs will be included plus an additional 5% for administration of such activities Harris reviewed the City's proposed agreement and does not find any portions unacceptable based upon the services to be provided as identified in the City's request for proposal.

Hourly Billing Rates

Position	Hourly Rates*
Assessment Engineer	\$240.00
Project Managers	\$220.00
Financial Consultant	\$165.00
Senior Finance Analyst	\$150.00
Finance Analyst	\$120.00

*The hourly billing rates are subject to annual adjustments on January 1st of each year. Billing rates may be adjusted in an amount not to exceed three percent (3%) per year, upon City's receipt of written notice from Harris.

**CITY OF TRACY
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICE AGREEMENT ADMINISTRATIVE, ENGINEERING AND
FINANCIAL SERVICES FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE
DISTRICT FOR A ONE-YEAR EXTENSION**

This Amendment No. 1 (**Amendment**) to the One-year extension to Professional Service Agreement Administrative, Engineering and Financial Services for the Tracy Consolidated Landscape Maintenance District is entered into between the City of Tracy, a municipal corporation (**City**), and Harris & Associates, Inc., a California Corporation (hereinafter "Consultant"). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The City and Consultant entered into an initial one-year agreement for Professional Service Agreement Administrative, Engineering and Financial Services for the Tracy Consolidated Landscape Maintenance District (**Agreement**) for the engineering service of the Tracy Consolidated Landscape Maintenance District, which was approved by the City Council on December 19, 2017, under Resolution No. 2017-259.
- B. Staff is requesting to continue to work with Harris & Associates, Inc. for another year in order to efficiently manage the financial aspect of the LMD because of their historical knowledge and familiarity.
- C. This Amendment is being executed pursuant to Resolution No. _____ approved by Tracy City Council on December 6, 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 and replaced in its entirety to read as follows:

The term of this Agreement shall be from the date that both parties have signed the Agreement till December 31, 2023.
- 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.

City of Tracy – Amendment No. 1 to Agreement with Harris and Associates, Inc

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

City of Tracy

Harris & Associates, Inc

By: _____

DocuSigned by:
By: Steve Winchester
56C8ECF0E8BE4D6...

Title: Mayor

Title: CFO

Date: _____

Date: 11/7/2022 | 10:07 AM PST

Attest:

By: _____

DocuSigned by:
By: Alison Bouley
854P7F9EC781470...

Adrienne Richardson, City Clerk

Title: Vice President

Date: 11/7/2022 | 8:24 AM PST

Approved as to form

By: _____

Bijal M. Patel, City Attorney

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, INC. TO EXTEND THE TERM FOR AN ADDITIONAL ONE YEAR WITH A NOT TO EXCEED AMOUNT OF \$100,000 FOR ADMINISTRATIVE, ENGINEERING, AND FINANCIAL SERVICES FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT

WHEREAS, the City executed a Professional Services Agreement (Agreement) with Harris & Associates, Inc. to provide administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District (LMD), which was approved by the City Council on December 19, 2017, by Resolution No. 2017-259; and

WHEREAS, the Agreement was for a term of two years, with three one-year optional extensions by the City Manager; and

WHEREAS, all of the extensions were executed by the City Manager; and

WHEREAS, the City desires to continue to work with Harris & Associates, Inc. for another year due to the historical knowledge and familiarity with the LMD, and in order to efficiently manage the financial aspect of the LMD; and

WHEREAS, the City and Harris & Associates, Inc. have reached an agreement to amend the term of the Agreement for an additional year and a not to exceed amount of \$100,000 annually to continue providing the same services under the Agreement; and now therefore be it

RESOLVED: That City Council hereby approves an amendment to the Professional Services Agreement with Harris & Associates, Inc. to extend the term for an additional one year with a not to exceed amount of \$100,000 for administrative, engineering, and financial services for the Tracy Consolidated Landscape Maintenance District.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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.E

RECOMMENDATION

Adopt a Resolution Adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2023.

EXECUTIVE SUMMARY

Staff recommends that the City Council establish the regular meeting calendar for calendar year 2023 for City Council meetings. While Section 2.04.020 of the Tracy Municipal Code establishes the meeting dates and times for City Council meetings, it is best practice to adopt an annual meeting calendar for agenda management and planning purposes. In addition, State law requires that certain legislative actions only occur at regularly scheduled meetings, so having an adopted calendar of regular City Council meetings establishes, with certainty, which meetings are regular scheduled meetings of the City Council.

BACKGROUND AND LEGISLATIVE HISTORY

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

Historically, the City Council has cancelled certain meetings given conflicts with State and local events of importance, such as general elections and National Night Out (an annual event that occurs on the first Tuesday in August), and during holiday periods to appropriately manage staffing and quorum issues. On December 7, 2021, the City Council adopted Resolution 2021-174, which adopted the 2022 calendar of regular Tracy City Council meetings. On April 19, 2022, the City Council adopted Resolution 2022-053.5 rescinding Resolution 2021-174 and adopted a new calendar of meetings, reflecting the cancellation of the July 19, 2022, and December 20, 2022, and also the cancellation of the January 3, 2023 regular Council meeting, to allow for summer and winter legislative recesses.

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

The proposed 2023 calendar of regular City Council meetings includes the following:

- 1) Establishment of regular meetings of the City Council, at 7:00 p.m., on the first and third Tuesday of each month of calendar year 2023;
- 2) Cancellation of the following regular Council meetings:
Tuesday, July 4, 2023 (Federal Holiday)
Tuesday, July 18, 2023

Tuesday, August 1, 2023 (National Night Out)
Tuesday, December 19, 2023

- 3) Establishment of a regular meeting on Wednesday, July 5, 2023, to replace the meeting otherwise falling on the July 4th federal holiday.

ANALYSIS

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

FISCAL IMPACT

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

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a Resolution adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2023.

Prepared by: Adrienne Richardson

Reviewed by: Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPTING THE REGULAR MEETING CALENDAR OF THE TRACY CITY COUNCIL FOR CALENDAR YEAR 2023

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

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

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

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

WHEREAS, This year's proposed schedule of meetings includes consideration of a summer and winter legislative break is being proposed; and

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

WHEREAS, Staff is recommending that the City Council adopt the following as the City Council's regular meeting calendar for calendar year 2023:

TRACY CITY COUNCIL 2023 REGULAR MEETING CALENDAR			
Date	Type	Date	Type
January 3 – Cancel Regular Meeting (Winter Recess)		July 4	Cancel Regular Meeting (Federal Holiday).
January 17	Regular	July 5	Regular Meeting
February 7	Regular	July 18	Cancel Regular Meeting (Summer Recess)
February 21	Regular	August 1 – Cancel Regular Meeting (National Night Out)	
March 7	Regular	August 15	Regular
March 21	Regular	September 5	Regular
April 4	Regular	September 19	Regular
April 18	Regular	October 3	Regular
May 2	Regular	October 17	Regular
May 16	Regular	November 7	Regular
June 6	Regular	November 21	Regular
June 20	Regular	December 5	Regular
		December 19 - Cancel Regular Meeting (Winter Recess)	

NOW, THEREFORE, BE IT:

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

RESOLVED: That the City Council of the City of Tracy hereby approves the proposed calendar of meetings set forth in this Resolution as the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2023; and be it further

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

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on December 6, 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) adopt a resolution approving a Quitclaim Deed for the conveyance of a three (3) foot wide temporary construction easement back to Tracy Alliance Group, LLC, and 2) authorize the City Clerk to sign the Quitclaim Deed and file the Deed with the Office of the San Joaquin County Recorder.

EXECUTIVE SUMMARY

The proposed resolution approving a Quitclaim Deed will allow Tracy Alliance Group, LLC to reclaim all rights associated with a three (3) foot wide temporary construction easement that is no longer needed. The temporary easement is located along the southerly portion of the real property associated with Assessor Parcel Number (APN) 213-170-27, which is owned by Tracy Alliance Group, LLC.

BACKGROUND AND LEGISLATIVE HISTORY

On April 17, 2013, construction began on CIP 73048 – Grant Line Road Widening and Improvement Project. The Project scope included the widening of the Grant Line Road segment, between North MacArthur Drive and eastern city limits, to full buildout roadway width, which, per the 2012 City of Tracy Transportation Master Plan, is defined as a 4-lane major arterial with a median. Prior to the widening, Grant Line Road, east of Paradise Road, was only a 2-lane road without a median.

Tracy Alliance Group, LLC is the owner of the real property associated with APN 213-170-27, which is located at the northeast corner of the intersection of Grant Line Road and North MacArthur Drive. For CIP 73048 to be constructed, an additional seven (7) feet of right of way from the southerly portion of the Tracy Alliance property was dedicated to the City, including a three (3) wide temporary construction easement by way of Grant Deed recorded by the San Joaquin County Recorder's Office on March 16, 2009, by Document Number 2009-041353.

ANALYSIS

Staff received a quitclaim deed request on March 28, 2022, from the Tracy Alliance Group, LLC regarding the removal of the temporary construction easement as mentioned in the Grant Deed recorded by the San Joaquin County Recorder's Office on March 16, 2009, by Document Number 2009-041353.

Since CIP 73048 was completed and accepted by City Council on March 17, 2015, Staff has concluded that the temporary construction easement is no longer needed.

FISCAL IMPACT

There is no fiscal impact associated with this action. The property owner will pay for the cost of processing of the quitclaim deed and recordation.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Economic Development Strategic Priority, which is to enhance the competitiveness of the City while further developing a strong and diverse economic base.

ACTION REQUESTED OF THE CITY COUNCIL

That the City Council, by resolution, 1) adopt a resolution approving a Quitclaim Deed for the conveyance of a three (3) foot wide temporary construction easement back to Tracy Alliance Group, LLC, and 2) authorize the City Clerk to sign the Quitclaim Deed and file the Deed with the Office of the San Joaquin County Recorder.

Prepared by: Majeed Mohamed, Associate Engineer

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

Approved by: Michael Rogers, City Manager

Attachments:

Attachment A – Grant Deed (Document Number 2009-041353)
Attachment B – Quitclaim Deed

Recording Requested by
OLD REPUBLIC TITLE

When recorded return to

Zabih Zaca
City of Tracy
520 Tracy Blvd.
Tracy, CA 95376

Doc #: 2009-041353
Mon Mar 16 07:22:10 PDT 2009
Page: 1 of 7 Fee: \$26.00
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: OLD REPUBLIC TITLE CO




Escrow # 1213011202

Grant Deed
Being re-recorded to attach exhibit A-1

ORT 12/30/1202CS

Recording Requested of:
City of Tracy,
and When Recorded, Mail To:

Zabih Zaca, Senior Civil Engineer
City of Tracy
Development & Engineering Services
520 Tracy Boulevard
Tracy, CA 95376

Doc #: 2009-034953
Wed Mar 04 08:10:06 PST 2009
Page: 1 of 6 Fee: \$0
Kenneth W Blakemore
San Joaquin County Recorders
Paid By: OLD REPUBLIC TITLE CO


Space Above This Line for Recorder's Use

APN: 213-170-27

GRANT DEED

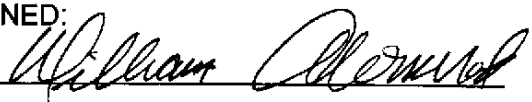
FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TRACY ALLIANCE GROUP, LLC, A LIMITED LIABILITY COMPANY

hereby grant(s) to the **CITY OF TRACY, A MUNICIPAL CORPORATION**

the real property more particularly described in Exhibits "A" and "B" attached hereto and made a part hereof.

Date: 12/22/08

SIGNED:
By: 
Print Name: WILLIAM AZOUMEAD
Title: MANAGER OF L.L.C.

By: _____
Print Name: _____
Title: _____

Notary Acknowledgement Attached

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF Alameda }

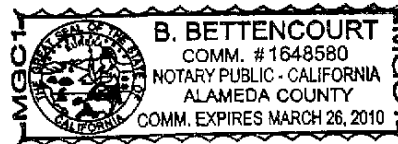
On 12/22/08, before me B. Bettencourt NOTARY PUBLIC
personally appeared William Aboumal
who proved to me on the basis of satisfactory evidence to be the person(s), whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized 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 B. Bettencourt
B. Bettencourt

(This area for official notarial seal)



MAIL TAX STATEMENTS AS DIRECTED ABOVE
(City is exempt from County transfer tax)

"EXHIBIT A"

Fee

The land referred to herein is situated in the City of Tracy, County of San Joaquin, State of California, and is described as follows:

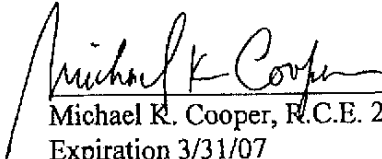
BEING a portion of Lots 82 and 83 as shown upon the certain Parcel Map entitled "Unit No. 1, Pescadero Colony," filed in Volume 10 of Maps at Page 44, San Joaquin County Records and being more particularly described as follows:

BEGINNING at the point of intersection of the east right-of-way line of Paradise Road (50.00 feet from centerline), formerly named River Drive, with the northern right-of-way line of Grant Line Road (30.00 feet from centerline), as said Roads are shown upon the above referred to Map, and running thence along said northern right-of-way line of Grant Line Road, North 88°35'37" East, 1342.67 feet to the east boundary line of those lands conveyed to Pacific Telephone and Telegraph Corp. by deed recorded August 11, 1953 in Book 1551 at Page 126, San Joaquin County Official Records; thence leaving said right-of-way line and running along said east boundary line, North 00°22'07" West, 7.00 feet; thence leaving said east boundary line and running 7.00 feet distant and parallel with said northern right-of-way line, South 88°35'37" West, 1342.67 feet to the west boundary line of said Lot 82; thence along said west boundary line, South 00°22'07" West 7.00 feet to the Point of Beginning.

Containing therein 9,398 square feet more or less.

This legal description was prepared under the supervision of:

HARRIS & ASSOCIATES

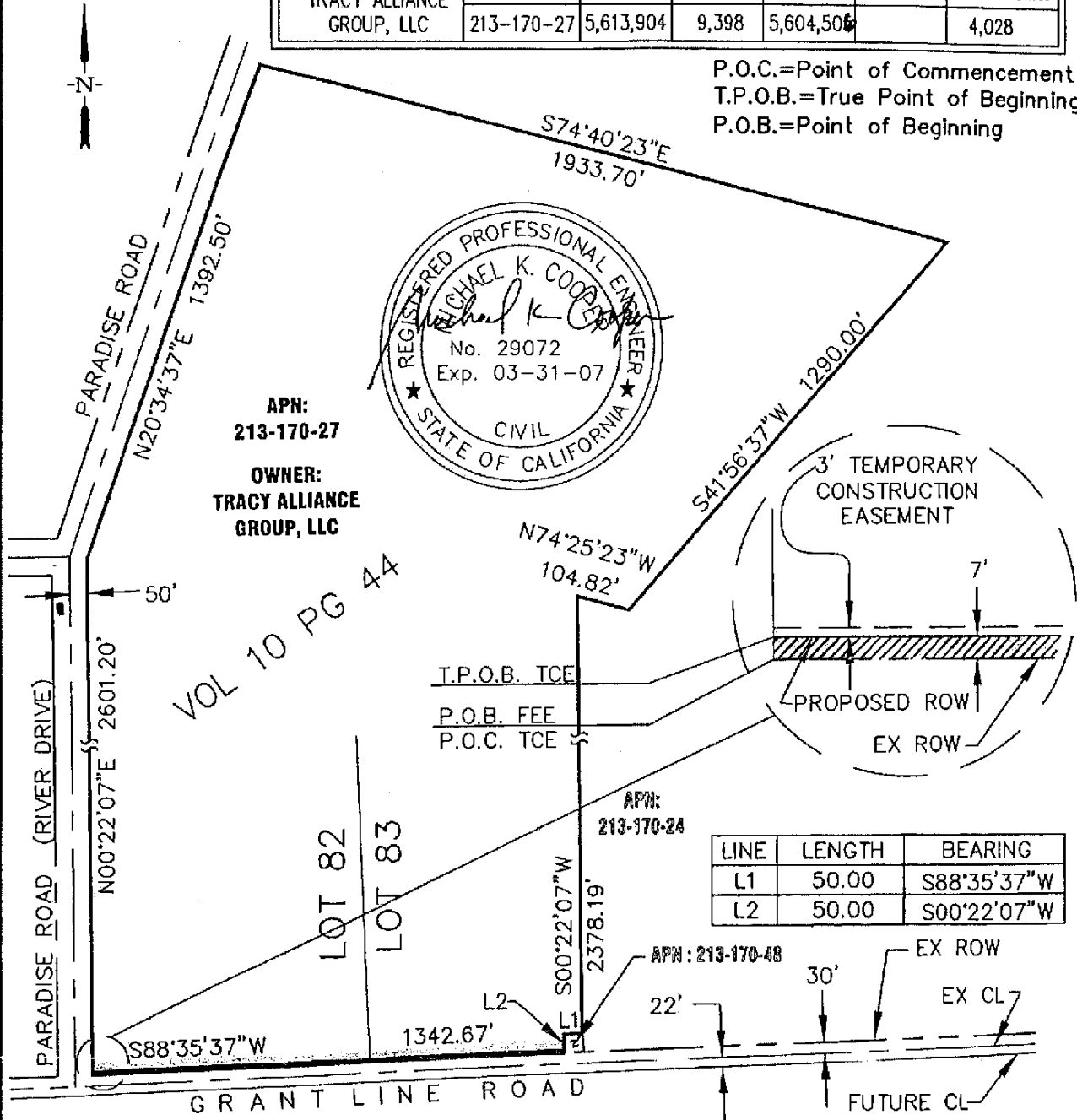

Michael K. Cooper, R.C.E. 29072
Expiration 3/31/07



A.P.N. 213-170-27
City of Tracy
Grant Line Road / 24-FEE.doc

- PROPERTY DATA TABLE -						
GRANTOR:	APN:	AREAS IN SQUARE FEET				TEMP ESMT:
		TOTAL:	FEE:	REM:		
TRACY ALLIANCE GROUP, LLC	213-170-27	5,613,904	9,398	5,604,506		4,028

P.O.C.=Point of Commencement
T.P.O.B.=True Point of Beginning
P.O.B.=Point of Beginning



CITY OF TRACY - NEI AREA
GRANT LINE ROAD

EXHIBIT B
(APN 213-170-27)

SCALE: NO SCALE

DATE: 1/9/07

Harris & Associates
PROGRAM MANAGERS
CONSTRUCTION MANAGERS
CIVIL ENGINEERS
2850 N. TRACY BLVD., SUITE 200, TRACY, CA 95378
(209) 833-3310

DRAWN BY: JM

SHEET: 1 OF 1

W:\ACADdata\Tracy, City of\Grant Line Road ROW Takes\Exhibit 24.dwg

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Fee Deed dated January 09, 2009 from Tracy Alliance Group, LLC, a Limited Liability Company a California Property, to the CITY OF TRACY (City), a California municipality, is hereby accepted by the City Clerk on behalf of the City Council of the City pursuant to authority conferred by resolution of the City Council adopted on August 06, 1968 and the City consents to be recordation hereby by its duly authorized officer.

Dated: February 25, 2009

CITY OF TRACY

By: Carole Herschman

Its: Asst. City Clerk

EXHIBIT "A-1"

Temporary Construction Easement

The land referred to herein is situated in the City of Tracy, County of San Joaquin, State of California, and is described as follows:

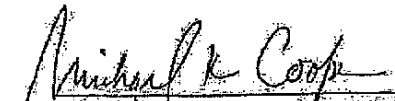
BEING a portion of Lots 82 and 83 as shown upon the certain Parcel Map entitled "Unit No. 1, Pescadero Colony," filed in Volume 10 of Maps at Page 44, San Joaquin County Records and being more particularly described as follows:

BEGINNING at a point on the west boundary line of Lot 82 which bears North $00^{\circ}22'07''$ East, 7.00 feet distant from the northern right-of-way line of Grant Line Road (30.00 feet from centerline), as said Road is shown upon the above referred to Map, and thence running parallel with and 7.00 feet distant from said right of way line, North $88^{\circ}35'37''$ East, 1342.67 feet to the east boundary line of those lands conveyed to Pacific Telephone and Telegraph Corp. by deed recorded August 11, 1953 in Book 1551 at Page 126, San Joaquin County Official Records; thence running along said east boundary line, North $00^{\circ}22'07''$ East, 3.00 feet; thence leaving said east boundary line and running parallel with and 10.00 feet distant from said northern right-of-way line, South $88^{\circ}35'37''$ West, 1342.67 feet to the west boundary line; thence along said west boundary line, South $00^{\circ}22'07''$ West, 3.00 feet to the Point of Beginning.

Containing therein 4,028 square feet more or less.

This legal description was prepared under the supervision of

HARRIS & ASSOCIATES


Michael K. Cooper, R.C.E. 29072
Expiration 3/31/07



A.P.N. 213-170-27
City of Tracy
Grant Line Road / 24-TCE.doc

When recorded mail to:

Tracy Alliance Group, LLC
1686 2nd Street
Livermore, CA 94550

APN: Portion of 213-170-27

For Recorder's Use Only

Documentary transfer tax is \$ 0

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale
- Unincorporated area; City of Tracy
- Realty Not Sold; deed releases partial easement interest only**

QUITCLAIM DEED

The CITY OF TRACY, a municipal corporation ("GRANTOR"), does hereby release and quitclaim to TRACY ALLIANCE GROUP, LLC, a limited liability company ("GRANTEE") all rights, title and interest in and to the Temporary Construction Easement ("Easement") specifically described in Exhibit A-1 of the Grant Deed recorded March 16, 2009 as Document No. 2009-041353 of San Joaquin County Official Records, but only to the extent that such Easement burdens those portions of the real property owned by GRANTEE in the City of Tracy, County of San Joaquin, State of California, as more particularly described in Exhibit A attached hereto and made a part hereof.

Dated this _____ day of _____, 2022.

CITY OF TRACY, a municipal corporation

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF _____ }

On _____, before me _____,
personally appeared _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

For APN/Parcel ID(s): 213-170-27

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lots 82, 83, and the West 1392 feet of each Lots 86 and 87 (The East line of said West 1392 feet being the Northerly extension of the East line of Lot 83) of "Pescadero Colony Unit No. 1", according to the official map thereof filed in Volume 10 of Maps, at page 44, San Joaquin County Records.

Excepting therefrom all that portion as conveyed to the Pacific Telephone and Telegraph Company, a California corporation, in Deed recorded August 11, 1953 as document No. 27864 in Book 1551, page 126, Official Records.

Also excepting therefrom an undivided half interest in and to all minerals, oil, or gas now existing or hereafter discovered on said lots as reserved by Farmers Developed Lands Company, California, a corporation, in Deed recorded March 19, 1946 in Volume 981, at page 170, Official Records.

All rights of ingress and egress, including the right of entry on the surface and lying between the surface of said land and a depth of 500 feet below the surface for the purpose of prospecting, discovering, drilling, mining and removing any minerals, oil, gas or other hydrocarbon substances, and the right to slant drill or otherwise drill within said 500 feet, as reserved by Farmers Developed Land Company, a Corporation, in Deed recorded March 19, 1946 in Volume 981 at Page 170, Official Records, have been relinquished by those certain Quitclaim Deed(s) recorded January 25, 2022, as instrument(s) 2022-010545, 2022-010546, 2022-010547, 2022-010548, 2022-010549, and 2022-010550, Official Records.

Also excepting therefrom all that portion of said land as conveyed to the City of Tracy, a municipal corporation by Grant Deed recorded March 4, 2009 as Instrument No. 2009-034953 and rerecorded March 16, 2009 as instrument 2009-041353, Official Records.

Parcel Two:

Lots 88 and 89 of "Pescadero Colony Unit No. 1", according to the official map thereof filed in Volume 10 of Maps, at page 44, San Joaquin County Records.

Excepting therefrom an undivided half interest in and to all minerals, oil, or gas now existing or hereafter discovered on said lots as reserved by Farmers Developed Lands Company, California, a corporation, in Deed recorded September 10, 1952 in Volume 1451, at page 207, Official Records.

All rights of ingress and egress, including the right of entry on the surface and lying between the surface of said land and a depth of 500 feet below the surface for the purpose of prospecting, discovering, drilling, mining and removing any minerals, oil, gas or other hydrocarbon substances, and the right to slant drill or otherwise drill within said 500 feet, as reserved by Farmers Developed Lands Company, California, a corporation, in Deed recorded September 10, 1952 in Volume 1451, at page 207, Official Records, have been relinquished by those certain Quitclaim Deed(s) recorded January 25, 2022, as instrument(s) 2022-010545, 2022-010546, 2022-010547, 2022-010548, 2022-010549, and 2022-010550, Official Records.

Also excepting therefrom all that portion of said land as conveyed to the State of California by Grant Deed recorded April 25, 1967, as Instrument No. 15851, in Book 3119, at page 726 and recorded April 28, 1967 as Instrument No. 16346, in Book 3120, at page 515, Official Records.

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

(continued)

Also excepting therefrom all that portion of said land as conveyed to the State of California by Quitclaim Deed recorded December 11, 1968 as Instrument No. 52345, in Book 3261, at page 544, Official Records.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-_____

APPROVING A QUITCLAIM DEED FOR THE CONVEYANCE OF A THREE (3) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT BACK TO TRACY ALLIANCE GROUP, LLC, AND AUTHORIZING THE CITY CLERK TO SIGN THE QUITCLAIM DEED AND FILE THE DEED WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, on April 17, 2013, construction began on CIP 73048 – Grant Line Road Widening and Improvement Project (Project); and

WHEREAS, the Project scope included the widening of the Grant Line Road segment, between North MacArthur Drive and Eastern City limits; and

WHEREAS, Tracy Alliance Group, LLC is the owner of the real property associated with Assessor Parcel Number 213-170-27, which is located at the northeast corner of the intersection of Grant Line Road and North MacArthur Drive; and

WHEREAS, for CIP 73048 to be constructed, an additional seven (7) feet of right of way from the southerly portion of the Tracy Alliance property was dedicated to the City, including a three (3) wide temporary construction easement by way of Grant Deed recorded by the San Joaquin County Recorder's Office on March 16, 2009, by Document Number 2009-041353; and

WHEREAS, CIP 73048 was completed and accepted by City Council on March 17, 2015; and

WHEREAS, the temporary construction easement is no longer needed; and

WHEREAS, the Property Owner will pay for the cost of processing of the quitclaim deed and recordation; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approve a Quitclaim Deed for the conveyance of a three (3) foot wide temporary construction easement back to Tracy Alliance Group, LLC; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorize the City of Tracy City Clerk to sign the Quitclaim Deed and file the Deed with the Office of the San Joaquin County Recorder.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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 declaring certain vehicles and equipment as surplus and approving their sale at public auction.

EXECUTIVE SUMMARY

The City of Tracy periodically declares equipment and commodities that have been used beyond their economical and/or useful life as surplus for sale at public auction. This request seeks authorization to declare and approve the list of surplus equipment and commodities and authorize the sale of these items at public auction to the highest bidder.

ANALYSIS

The Public Works Department is responsible for managing most of the City's vehicle and equipment fleet. This includes the responsibility of determining items that have been used beyond their economical and/or useful life and are no longer needed by the City. These items are removed from service and are declared as surplus property.

The disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code (TMC), which identifies the method of disposition of surplus property. Per the TMC, surplus items are sold at public auction to the highest bidder. Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value.

FISCAL IMPACT

The proceeds from the sale of surplus property will be deposited in the appropriate City fund from which the property was originally purchased. The estimated value of this surplus property is \$25,000.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution declaring certain vehicles and equipment as surplus and approving their sale at public auction.

Prepared by: John Newman, Operations Supervisor

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

Approved by: Michael Rogers, City Manager

Attachment:

A: Surplus Vehicles and Equipment List

ATTACHMENT "A"

SURPLUS VEHICLES AND EQUIPMENT 01/21/20

ASSET ID	EQ DESCRIPTION	VIN/SERIAL NUMBER
2340	Transit Bus	1GB9G5AG5A1162251
2339	Transit Bus	1GB9G5AG0A1162075
2341	Transit Bus	1GB9G5AG6A1162100
2372	Crown Victoria	2FABP7BVOBX152294
2379	Crown Victoria	2FABP7BVOBX185893
2420	Chevy Tahoe	1GNLC2E09ER194241
2422	Chevy Tahoe	1GNLC2E09ER193171
2419	Chevy Tahoe	1GNLC2KC9FR712932
2421	Chevy Tahoe	1GNLC2E06ER194942
2457	Ford Explorer	1FM5K8AR7HGB55624
2279B	Trailerred Pump	110456B
20171247	Trailerred Generator	743996

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-_____

DECLARING CERTAIN VEHICLES AND EQUIPMENT AS SURPLUS AND APPROVING THEIR SALE AT PUBLIC AUCTION

WHEREAS, the Public Works Department is responsible for managing most of the City of Tracy's vehicle and equipment fleet; and

WHEREAS, this includes the responsibility of determining items that have been used beyond their economical and/or useful life and are no longer needed by the City; and

WHEREAS, the City of Tracy periodically declares equipment and commodities that have been used beyond their economical and/or useful life as surplus for sale at public auction; and

WHEREAS, the disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code (TMC), which identifies the method of disposition of surplus property; and

WHEREAS, surplus items are sold at public auction to the highest bidder and items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value; and

WHEREAS, the proceeds from the sale of surplus property will be deposited in the appropriate City fund from which the property was originally purchased; and

WHEREAS, the estimated value of this surplus property is \$25,000; and now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby declares the vehicles and equipment specified in Exhibit A attached hereto as surplus, and approves the sale of said items at public auction to the highest bidder.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December, 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

Exhibit A: Surplus Vehicles and Equipment List

Exhibit A
Surplus Vehicles and Equipment 01/21/20

ASSET ID	EQ DESCRIPTION	VIN/SERIAL NUMBER
2340	Transit Bus	1GB9G5AG5A1162251
2339	Transit Bus	1GB9G5AG0A1162075
2341	Transit Bus	1GB9G5AG6A1162100
2372	Crown Victoria	2FABP7BVOBX152294
2379	Crown Victoria	2FABP7BVOBX185893
2420	Chevy Tahoe	1GNLC2E09ER194241
2422	Chevy Tahoe	1GNLC2E09ER193171
2419	Chevy Tahoe	1GNLC2KC9FR712932
2421	Chevy Tahoe	1GNLC2E06ER194942
2457	Ford Explorer	1FM5K8AR7HGB55624
2279B	Trailerred Pump	110456B
20171247	Trailerred Generator	743996

Agenda Item 1.H

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 to increase the salary of the Economic Development Manager position, enable the internal alignment of various classifications, and comply with mandatory State minimum wage increases effective January 1, 2023, and 2) the adoption of a Compensation Philosophy as a guiding document for compensation.

EXECUTIVE SUMMARY

The City's Classification and Compensation Plans (Compensation Plans) and Master Salary Schedule (Schedule) contain the job descriptions and classifications of all City personnel, as well as salary ranges. This report recommends authorizing 1) amendments to the Compensation Plans and Schedule to internally align the salary for various classifications and comply with mandatory minimum wage increases, 2) increasing the salary for the existing classification of Economic Development Manager and 3) adopting a Compensation Philosophy as a guiding document.

BACKGROUND AND LEGISLATIVE HISTORY

On November 20, 2018, City staff discussed with the City Council (Council) the desire to conduct a comprehensive review of City classifications and return to Council for consideration and approval. The City had not completed a comprehensive Classification Study to review currently allocated and filled positions in more than 20 years. In an endeavor to have a sound classification plan, and with Council concurrence, the City contracted with Koff & Associates to conduct a comprehensive "Wall-to-Wall" Classification and Compensation Study to be completed in two phases. The first phase was the classification review, which ensured class descriptions accurately reflected work performed by incumbents, and this first phase was adopted by Council and finalized in February 2021 (Attachment C - Resolution 2021-014).

California Labor Code 1181.12 requires the State Director of Finance to annually make a determination and certify to the Governor and the State Legislature whether an adjustment for inflation is applied to the State minimum wage. On July 27, 2022, the Department of Finance certified that based on the annual inflation rate from 7/1/21-6/30/22, under Labor Code section 1182.12(c)(3)(A), the California state hourly minimum wage must be increased, effective January 1, 2023, to \$15.50 an hour. This increased minimum wage now applies to all employers, regardless of the number of workers employed by an employer, pursuant to Senate Bill 3.

The Compensation Study is the second phase of the process of the Wall-to-Wall Study.

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

Internal Alignment

The Compensation Study is the second phase of the process of the Wall-to-Wall Study. This part of the project was completed in an effort to ensure employees are paid on a fair and competitive basis that allows the City to recruit and retain a high-quality staff. The internal alignment process is necessary to ensure internal relationships of salaries are based upon objective, non-quantitative evaluation factors, resulting in a salary structure with acceptable differentials between various classification levels across the City. The goal of the Compensation Study was to assist the City in developing a sound plan including competitive pay and benefit structure, which is based upon market data to ensure that the plan is fiscally responsible, and that meets the needs of the City with regard to recruitment and retention of qualified staff.

In an effort to foster collaboration, Human Resources staff created an Internal Alignment Committee responsible to review the Compensation Study data and make a recommendation on implementation. The committee is comprised of City employees from each represented bargaining unit as well as members from the unrepresented confidential employee unit. This committee, along with staff from Human Resources, began meeting in December 2021 to review the raw data provided by Koff & Associates. As a result of this process, the Internal Alignment Committee recommends the adoption of the City of Tracy Compensation Philosophy to serve as a framework to establish and maintain fair and equitable compensation principals. The Compensation Philosophy guides the process of evaluating employee compensation based on the City's overall financial condition, pay administration policies and market comparability to attract, select and retain a highly qualified workforce to deliver effective and efficient public services. This philosophy memorializes the City of Tracy's salary structure principles, minimum classification level differentials to address compaction, process to evaluate internal equity for positions, market survey strategy, definition of the relevant labor market, benchmark classifications utilized in the market survey and the method by which positions are compared in the market survey.

The Compensation Study reviewed the City's ten (10) established comparator agencies to determine the City's compensation as related to the market. Koff & Associates conducted an analysis of comparable agencies based on factors such as organizational type and structure, population, budget, services, labor market and location within a proximity (within a 50 mile radius) and provided additional comparable agencies which most closely aligned with the City of Tracy. Accurate and recent classification and compensation data is imperative to ensure a healthy Classification Plan. The committee discussed appropriate benchmark classifications and recommended adding an eleventh comparator agency to provide a true median when comparing the City to the market.

Approval of the Compensation Philosophy will amend the salaries for 28 classifications that do not currently align with the philosophy. These salary changes range from 21% to 12.5% and are highlighted in red on the attached Master Salary Schedule. The committee believes these updates will ensure internal relationships of salaries will result in a salary structure with equitable minimum differentials between various levels across the City's salary plan.

The committee was unanimous with the above recommendations and made a presentation to the City Manager outlining recommendations and implementation timeline.

SALARY REVISIONS

Internal Alignment

The proposed internal alignment salary revisions will affect twenty-eight (28) classifications with ninety-seven (97) incumbents. If approved, these updated salaries will realign internal relationships of salaries within the City resulting in consistent minimum differentials across the City's salary plan.

Staff provided all represented bargaining units with the proposed salary revisions and the bargaining units agreed with the recommendations.

The proposed Master Salary Schedule, which would become effective January 1, 2023 (Attachment A), reflects the revised salary range for each classification discussed in this report and is highlighted in red.

Economic Development Manager

The City has been recruiting for the Economic Development Manager position for more than three (3) months and has been unsuccessful in filling the position. The Compensation Study revealed the position is currently within market, however a salary increase is proposed to address the recruitment issues as outlined in the city's Personnel Rules. Since the Economic Development Manager is a key management position within the organization, staff recommends the City Council increase the maximum annual salary by 10%, from \$140,930 annually to \$155,023 annually.

Minimum Wage Increase

As noted above, the State minimum wage increases to \$15.50 starting on January 1, 2023. This minimum wage increase affects six part-time positions which are filled with part-time Limited Services Employees which are highlighted in red on the proposed Master Salary Schedule.

FISCAL IMPACT

This action amends the City's Classification and Compensation plan by revising the salary ranges for 28 classifications with 97 incumbents. These changes will cost approximately \$224,000 for the remainder of the current fiscal year. The salary revisions for the Economic Development Manager and internal alignment adjustments will be absorbed within the established FY2022-23 budget through vacancy savings.

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 to increase the salary for the Economic Development Manager position, enable internal alignment of various classifications, and comply with State mandatory minimum wage increases effective January 1, 2023, and 2) adoption of a Compensation Philosophy guiding document for compensation.

Prepared by: JoAnn Weberg, Human Resources Manager

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

Approved by: Michael Rogers, City Manager

Attachments:

- A – Master Salary Schedule Effective January 1, 2023
- B – Compensation Philosophy
- C – Resolution 2021-014

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	2,274.51	4,928.11	59,137.26	28.4314
			B	2,388.22	5,174.48	62,093.72	29.8528
			C	2,507.66	5,433.26	65,199.16	31.3458
			D	2,633.03	5,704.90	68,458.78	32.9129
			E	2,764.70	5,990.18	71,882.20	34.5588
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	3,640.87	7,888.55	94,662.62	45.5109
			B	3,822.89	8,282.93	99,395.14	47.7861
			C	4,014.04	8,697.09	104,365.04	50.1755
			D	4,214.74	9,131.94	109,583.24	52.6843
			E	4,425.49	9,588.56	115,062.74	55.3186
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	2,493.89	5,403.43	64,841.14	31.1736
			B	2,618.59	5,673.61	68,083.34	32.7324
			C	2,749.52	5,957.29	71,487.52	34.3690
			D	2,886.99	6,255.15	75,061.74	36.0874
			E	3,031.35	6,567.93	78,815.10	37.8919
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	2,724.94	5,904.04	70,848.44	34.0618
			B	2,861.19	6,199.25	74,390.94	35.7649
			C	3,004.25	6,509.21	78,110.50	37.5531
			D	3,154.47	6,834.69	82,016.22	39.4309
			E	3,312.19	7,176.41	86,116.94	41.4024
1530	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		11,020.62	23,878.00	286,536.00	137.7578
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical	LS	A				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
3155	Code Compliance Analyst*	TMMBU	A	3,607.67	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	3,406.13	7,379.95	88,559.38	42.5766
			B	3,576.43	7,748.93	92,987.18	44.7054
			C	3,755.25	8,136.38	97,636.50	46.9406
			D	3,943.04	8,543.25	102,519.04	49.2880
			E	4,140.18	8,970.39	107,644.68	51.7523

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	2,973.23	6,442.00	77,303.98	37.1654
			B	3,121.88	6,764.07	81,168.88	39.0235
			C	3,277.95	7,102.23	85,226.70	40.9744
			D	3,441.85	7,457.34	89,488.10	43.0231
			E	3,613.94	7,830.20	93,962.44	45.1743
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	4,905.31	10,628.17	127,538.06	61.3164
			B	5,150.57	11,159.57	133,914.82	64.3821
			C	5,408.11	11,717.57	140,610.86	67.6014
			D	5,678.51	12,303.44	147,641.26	70.9814
			E	5,962.43	12,918.60	155,023.18	74.5304
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	2,998.29	6,496.30	77,955.54	37.4786
			B	3,148.20	6,821.10	81,853.20	39.3525
			C	3,305.62	7,162.18	85,946.12	41.3203
			D	3,470.92	7,520.33	90,243.92	43.3865
			E	3,644.42	7,896.24	94,754.92	45.5553
3412	Environmental Compliance Analyst	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
		Non-Exempt	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	2,755.49	5,970.23	71,642.74	34.4436
			B	2,893.28	6,268.77	75,225.28	36.1660
			C	3,037.92	6,582.16	78,985.92	37.9740
			D	3,189.83	6,911.30	82,935.58	39.8729
			E	3,349.31	7,256.84	87,082.06	41.8664
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	3,094.44	6,704.62	80,455.44	38.6805
			B	3,249.15	7,039.83	84,477.90	40.6144
			C	3,411.60	7,391.80	88,701.60	42.6450
			D	3,582.19	7,761.41	93,136.94	44.7774
			E	3,761.29	8,149.46	97,793.54	47.0161
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	3,305.49	7,161.90	85,942.74	41.3186
			B	3,470.77	7,520.00	90,240.02	43.3846
			C	3,644.29	7,895.96	94,751.54	45.5536
			D	3,826.51	8,290.77	99,489.26	47.8314
			E	4,017.85	8,705.34	104,464.10	50.2231

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	2,998.53	6,496.82	77,961.78	37.4816
			B	3,148.48	6,821.71	81,860.48	39.3560
			C	3,305.89	7,162.76	85,953.14	41.3236
			D	3,471.18	7,520.89	90,250.68	43.3898
			E	3,644.75	7,896.96	94,763.50	45.5594
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	2,720.76	5,894.98	70,739.76	34.0095
			B	2,856.80	6,189.73	74,276.80	35.7100
			C	2,999.64	6,499.22	77,990.64	37.4955
			D	3,149.61	6,824.16	81,889.86	39.3701
			E	3,307.09	7,165.36	85,984.34	41.3386
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				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9303	Maintenance Aide	LS	A				17.4500
			B				18.3200
			C				19.2300
			D				20.1900
			E				21.2000
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	3,662.67	7,935.79	95,229.42	45.7834
			B	3,845.84	8,332.65	99,991.84	48.0730
			C	4,038.11	8,749.24	104,990.86	50.4764
			D	4,240.01	9,186.69	110,240.26	53.0001
			E	4,452.04	9,646.09	115,753.04	55.6505
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	2,425.04	5,254.25	63,051.04	30.3130
			B	2,546.31	5,517.01	66,204.06	31.8289
			C	2,673.59	5,792.78	69,513.34	33.4199
			D	2,807.28	6,082.44	72,989.28	35.0910
			E	2,947.65	6,386.58	76,638.90	36.8456
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	4,252.93	9,214.68	110,576.18	53.1616
			B	4,465.60	9,675.47	116,105.60	55.8200
			C	4,688.89	10,159.26	121,911.14	58.6111
			D	4,923.33	10,667.22	128,006.58	61.5416
			E	5,169.49	11,200.56	134,406.74	64.6186
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 Max				15.5000 25.8200
9231	Project Specialist I	LS	Min Max				15.5000 50.0100
9232	Project Specialist II	LS	Min Max				50.0200 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	3,658.65	7,927.08	95,124.90	45.7331
			B	3,841.57	8,323.40	99,880.82	48.0196
			C	4,033.67	8,739.62	104,875.42	50.4209
			D	4,235.34	9,176.57	110,118.84	52.9418
			E	4,447.12	9,635.43	115,625.12	55.5890
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	3,015.33	6,533.22	78,398.58	37.6916
			B	3,166.09	6,859.86	82,318.34	39.5761
			C	3,324.40	7,202.87	86,434.40	41.5550
			D	3,490.61	7,562.99	90,755.86	43.6326
			E	3,665.15	7,941.16	95,293.90	45.8144
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				15.5000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9632	Recreation Leader II	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400

City of Tracy
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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				15.5000 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	2,749.32	5,956.86	71,482.32	34.3665
			B	2,886.77	6,254.67	75,056.02	36.0846
			C	3,031.10	6,567.38	78,808.60	37.8888
			D	3,182.68	6,895.81	82,749.68	39.7835
			E	3,341.83	7,240.63	86,887.58	41.7729
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

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,031.06	6,567.30	78,807.56	37.8883
			B	3,182.60	6,895.63	82,747.60	39.7825
			C	3,341.73	7,240.42	86,884.98	41.7716
			D	3,508.81	7,602.42	91,229.06	43.8601
			E	3,684.25	7,982.54	95,790.50	46.0531
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	2,673.64	5,792.89	69,514.64	33.4205
			B	2,807.35	6,082.59	72,991.10	35.0919
			C	2,947.68	6,386.64	76,639.68	36.8460
			D	3,095.07	6,705.99	80,471.82	38.6884
			E	3,249.82	7,041.28	84,495.32	40.6228
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	3,324.25	7,202.54	86,430.50	41.5531
			B	3,490.47	7,562.69	90,752.22	43.6309
			C	3,664.99	7,940.81	95,289.74	45.8124
			D	3,848.24	8,337.85	100,054.24	48.1030
			E	4,040.68	8,754.81	105,057.68	50.5085
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	3,184.04	6,898.75	82,785.04	39.8005
			B	3,343.25	7,243.71	86,924.50	41.7906
			C	3,510.41	7,605.89	91,270.66	43.8801
			D	3,685.93	7,986.18	95,834.18	46.0741
			E	3,870.23	8,385.50	100,625.98	48.3779
5404	Utility Operator	TEAMSTERS	A	3,895.88	8,441.07	101,292.88	48.6985
			B	4,090.64	8,863.05	106,356.64	51.1330
			C	4,295.18	9,306.22	111,674.68	53.6898
			D	4,509.95	9,771.56	117,258.70	56.3744
			E	4,735.44	10,260.12	123,121.44	59.1930
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	3,019.50	6,542.25	78,507.00	37.7438
			B	3,170.44	6,869.29	82,431.44	39.6305
			C	3,328.97	7,212.77	86,553.22	41.6121
			D	3,495.44	7,573.45	90,881.44	43.6930
			E	3,670.22	7,952.14	95,425.72	45.8778

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	3,322.87	7,199.55	86,394.62	41.5359
			B	3,488.97	7,559.44	90,713.22	43.6121
			C	3,663.43	7,937.43	95,249.18	45.7929
			D	3,846.63	8,334.37	100,012.38	48.0829
			E	4,038.95	8,751.06	105,012.70	50.4869
3421	Water Operations Superintendent*	TMMBU	A	4,288.92	9,292.66	111,511.92	53.6115
			B	4,503.35	9,757.26	117,087.10	56.2919
			C	4,728.53	10,245.15	122,941.78	59.1066
			D	4,964.95	10,757.39	129,088.70	62.0619
			E	5,213.19	11,295.25	135,542.94	65.1649
9351	Water Patrol Aide	LS	A				17.7000
			B				18.5900
			C				19.5100
			D				20.4900
			E				21.5100
3415	Water Resources and Compliance Manager	TMMBU	A	4,019.01	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	3,217.03	6,970.23	83,642.78	40.2129
			B	3,377.89	7,318.76	87,825.14	42.2236
			C	3,546.79	7,684.71	92,216.54	44.3349
			D	3,724.11	8,068.91	96,826.86	46.5514
			E	3,910.32	8,472.36	101,668.32	48.8790
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,540.24	7,670.52	92,046.24	44.2530
			B	3,717.26	8,054.06	96,648.76	46.4658
			C	3,903.13	8,456.78	101,481.38	48.7891
			D	4,098.28	8,879.61	106,555.28	51.2285
			E	4,303.19	9,323.58	111,882.94	53.7899



City of Tracy Compensation Philosophy

Philosophy

The City of Tracy desires to provide its citizens with excellent customer service in the delivery of effective and efficient public services. The City Council recognizes that a highly skilled, experienced and dedicated workforce is essential to meet those objectives. The City's compensation philosophy takes into consideration the following compensation guidelines.

The City's ability to compensate employees will consider the City's overall financial condition including competing service priorities, requirements for adequate reserves consistent with adopted budget policies, and multi-year general fund revenue and expenditure projections.

Background

Pay administration touches many areas of human resources administration, it is therefore important to cover it in a philosophy that is easily understood and in the proper context. Details covering various policies on salary adjustments, initial salary at appointment, performance evaluation criteria for salary adjustments, and the effects of reclassification on salary are found in the City's Personnel Rules and Regulations and/or applicable Memorandum of Understanding.

The City's Classification and Compensation Program operates on a merit basis and is administered by the Human Resources Department and approved by the City Manager. Employees are selected, retained, promoted and paid based on their level of competency to perform required job duties. Each position, except employees on contract, in the City service have an assigned pay range with minimum and maximum pay rates. Basic qualifications are established for each position, and thereafter employees are selected in accordance with the City's Personnel Rules and Regulations.

Salary adjustments are currently based on three factors – General Wage Increases, Equity Adjustments and Merit Increases. General wage increases and equity adjustments are based on negotiated agreements between the City and bargaining units. Merit salary increases are based entirely on employee performance. All recommendations for merit increases are presented to the City Manager and include a written performance evaluation in accordance with the City's Personnel Rules and Regulations.

Employee salary ranges are contained in the City's adopted Master Salary Schedule. The Master Salary Schedule indicates the minimum and maximum rates of pay for each classification. Initially, each classification is rated according to its level of difficulty and responsibility, working conditions, supply and demand, market conditions and other objective factors. Review and adjustment recommendations to salary ranges are made to the City Council by the City Manager in accordance with the City's Personnel Rules and Administrative Policies & Procedures.

Salary Structure Principles

The City utilizes a pay system for its classifications. All of the City's regular classifications, except employees on contract, have pay ranges that span approximately 25% from the minimum to the

maximum of the range. This range size and structure is typical within public agencies. In addition to the basic structure of the pay ranges, a major guiding principle for a salary structure is an acceptable differential between various classification levels.

Classification Level Differentials

While labor market data is a good indicator of market trends in pay, the concept of internal equity, e.g., how classifications are paid relative to each other within the City's Master Salary Schedule, is an equally, if not more important factor when establishing a pay plan.

Professional compensation practices provide some guidelines when reviewing internal equity between levels of classifications, i.e., how a classification in one level is paid relative to another level based on increasing duties and responsibilities and span of control. These guidelines can minimize compaction issues, i.e., supervisory or management positions that make less than their employees when other pay factors are taken into consideration. The guidelines presented below are listed in a range format with a minimally accepted differential. Salary differentials that fall below the minimum are considered an internal salary compaction problem and are addressed by the City Manager on an exceptional basis as financial resources allow.

Salary differentials towards the maximum of the range are to be used under unusual circumstances and are outlined later in this section. The City's ability to pay is also a factor that needs to be considered in setting the appropriate classification level differentials. Salary differentials are measured by calculating the difference between the highest rate (top of the range) of one pay grade to the highest rate (top of the range) in the next pay grade to which the classification reports. The differential ranges that are best practices are outlined below, though there are sometimes exceptions, especially between upper management levels. The following represents optimal differentials between levels:

1. Entry to journey level of series = at least 10% is the target differential
(Maintenance Worker I to Maintenance Worker II)
2. Journey to advanced journey/lead level of series = at least 10% is the target differential
(Maintenance Worker II to Senior Maintenance Worker)
3. Supervisory/Management = at least 10% is the target differential over the highest level regularly supervised (Senior Maintenance Worker to Public Works Supervisor)
4. Senior Management = at least 10% is the target differential over the highest level regularly supervised (Deputy City Attorney II to Assistant City Attorney)
5. Executive Management = at least 10% is the target differential over the highest level regularly supervised (Assistant City Manager to City Manager)

Internal Equity

Internally equitable pay must clearly define the relative value of each job among all jobs within an organization and the Classification Plan. This ordered set of jobs represents the job structure or hierarchy. The basic concept is defined as jobs that require higher qualifications, more responsibilities, and more complex duties are paid more than jobs that require lower qualifications, fewer responsibilities, and less complex job duties.

The City utilizes its current salary plan system as a means of effective internal equity. One level of equity maintenance is achieved by the systematic approach to job/classification studies that review certain jobs for proper alignment within the Classification Plan, and therefore, proper salary placement. This process is called job analysis and is very important as a means to create and maintain an internally consistent job structure. Job analysis is almost a purely descriptive procedure. Effective job analysis identifies and defines job content by describing the job duties and tasks as well as other pertinent factors such as skill and effort needed to perform the job adequately. The City currently uses a Position Description Questionnaire (PDQ) in conducting job analyses. This method utilizes the common allocation factors including, but not limited to: decision-making, scope and complexity, contact with others required by the job, number of full-time equivalents (FTE's) supervised, amount of budget oversight, supervision exercised and received, and the minimum qualifications that include the knowledge, skills, and abilities (KSAs).

Market Surveys

Market competitive pay systems play a significant role in setting a salary that will attract and retain the most qualified employees. Conversely, paying more than is necessary may represent an undue financial burden for the City. As money is a limited resource, the City must strike a balance between offering competitive salaries to attract and retain highly qualified employees and providing sufficient resources to enable them to be productive. To this end, the City must have a strategy that includes surveying the relevant labor market to determine the organization's place in the external market and determining the most adequate frequency and benchmarks for surveys. The City strives to conduct market surveys in advance of every labor negotiations cycle with bargaining unit groups, unless there is a 5-year contract in place or at least every 5 years

Relevant Labor Market

Relevant labor markets represent the field of potentially qualified candidates for particular jobs and are defined on the basis of occupational classification, geography, and service/function/industry provided. Additional factors may be considered as needed to establish the relevant labor market.

The following factors should also be considered in determining the relevant labor market:

- The most effective number of survey agencies is between 8 and 12. Anything less than 8 survey agencies increases the chance that there will not be sufficient data collected when a job is difficult

to match. More than 10 or 12 agencies, however, does not significantly affect and/or add value to the data results in most cases. This is particularly important when the cost of surveying more agencies only makes the survey more costly and time consuming than necessary.

- Geography is important for determining the labor market. The potential candidate pools are shared by similar agencies that are close in proximity. If there is any potential of employees being recruited away from the City, it most likely will be by another agency within the Bay Area. It is very doubtful that there will be any loss of employees of any significant degree to either Fresno or Los Angeles for instance.
- Size of the organization is another important factor. A larger organization typically has more levels of management, supervision, and workers, so to match a Supervisor classification with a much smaller organization would be very difficult and often leads to a lack of sufficient data on some jobs. While size is important, this factor should not take precedence over an otherwise good market benchmark agency that may be smaller or larger but is well suited based upon location and similarity of organization.

The City currently uses a labor market comprised of the following eleven survey cities.

Municipalities:

- City of Antioch
- City of Brentwood
- City of Concord
- City of Livermore
- City of Lodi
- City of Manteca
- City of Modesto
- City of Pleasanton
- City of Stockton
- City of Turlock
- City of Walnut Creek

Market Areas

There may be instances when a different combination or new agencies need to be surveyed due to an unexpected situation. For instance, if a recruitment results in a poor applicant pool, then an increase in salary range may be warranted if it is difficult to recruit for the position. If the City's ability to retain employees becomes an issue, then the total compensation for that classification may be reviewed. It is important that special circumstances be dealt with in a flexible and appropriate manner. It is expected that an evaluation of the City's relevant labor market shall be conducted approximately every 5 years to ensure that Tracy's survey cities continue to provide similarity and balance based upon the outlined factors.

Choosing Benchmark Jobs

It is unnecessarily burdensome and expensive to survey all of the City's classifications. Benchmark classifications play an important role in compensation surveys because they allow pay levels to be determined from the information collected on one job to apply to other similar jobs. Benchmark positions have four characteristics:

- The job contents are well-known, relatively stable over time.
- The jobs are common across the number of different employers.
- The jobs represent the entire range of jobs being evaluated within an organization.
- The jobs are generally accepted in the labor market for the purposes of setting pay levels.

Because it is so important to determine and survey benchmark classes, it is recommended that the City go through a benchmarking process before each survey is conducted. Once the benchmarking process takes place, then the salary survey process should be the only updated process necessary.

Use of Statistics

The City utilizes the median in analyzing total compensation data. Where the City falls significantly under the median after a compensation survey for a classification(s), additional data may be gathered and a salary determination may be made, with other factors also being taken into consideration.

The median salary is calculated by arranging all salary data points from highest to lowest and using the number that falls in the center (the City's salary is not used in the equation). Many times, the set of salaries collected will contain one or more outliers (salaries that extremely high or low in comparison to other salaries), which can lead to a distorted representation of the typical salary.

RESOLUTION 2021-014

APPROVE NEW CLASSIFICATION SPECIFICATIONS AND SALARY RANGES FOR SEVERAL CLASSIFICATIONS AND AUTHORIZE AMENDMENTS TO VARIOUS DOCUMENTS TO IMPLEMENT THESE CHANGES

WHEREAS, The City has established Classification and Compensation Plans, and

WHEREAS, A classification study was conducted resulting in modifications to existing classification specifications and the creation of new classifications to accurately reflect the duties and responsibilities of classifications, and

WHEREAS, It is necessary to amend the City's Classification and Compensation Plans and Master Salary Schedule to reflect the changes to include the Utilities Worker series and those outlined in the Final Classification Report, and

WHEREAS, It is necessary to amend the City's position control roster; and

WHEREAS, There is sufficient funds budgeted for these amendments scheduled to take effect on February 14, 2021, and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the Human Resources Director or designee to amend the Master Salary Schedule and City's Classification Plan, and approves the new classifications and salary ranges for various classification specifications except for the following reclassifications: Management Analyst I/II to Recreation Program Coordinator, Administrative Assistant III to Administrative Assistant, and the Accounting Technician to Senior Account Clerk, effective February 14, 2021.

NOW, BE IT FURTHER RESOLVED, That the City Council of the City of Tracy hereby authorizes the Budget Officer to amend the City's position control roster to implement updates.

The Tracy City Council adopted the foregoing Resolution 2021-014 on the 2nd day of February 2021, by the following votes:

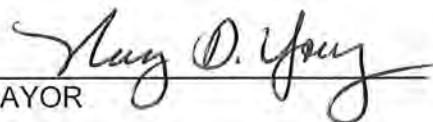
AYES: COUNCIL MEMBERS: ARRIOLA, DAVIS, VARGAS, YOUNG

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: BEDOLLA

ATTEST: 
CITY CLERK


MAYOR

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING 1) AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND MASTER SALARY SCHEDULE TO INCREASE THE SALARY OF THE ECONOMIC DEVELOPMENT MANAGER POSITION, ENABLE THE INTERNAL ALIGNMENT OF VARIOUS CLASSIFICATIONS, AND COMPLY WITH STATE MANDATORY MINIMUM WAGE INCREASES EFFECTIVE JANUARY 1, 2023, 2) ADOPTION OF A COMPENSATION PHILOSOPHY AS A GUIDING DOCUMENT FOR COMPENSATION

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, In an endeavor to have a sound classification plan, and with City Council concurrence, the City contracted with Koff & Associates to conduct a comprehensive "Wall-to-Wall" Classification and Compensation Study to be completed in two phases; and

WHEREAS, The first phase was the classification review, which ensured class descriptions accurately reflected work performed by incumbents, and this first phase was adopted by Council and finalized in February 2021 (Attachment C - Resolution 2021-014); and

WHEREAS, The Compensation Study is the second phase of the process of the Wall-to-Wall Study, which study reflected the City's effort to ensure employees are paid on a fair and competitive basis and allows the City to recruit and retain a high-quality staff; and

WHEREAS, The Human Resources Department created an Internal Alignment Committee, which reviewed the Compensation Study data and made a recommendation on implementation; and

WHEREAS, The Internal Alignment Committee recommended amendments to the City's Classification and Compensation Plans and Master Salary Schedule to enable the internal alignment of various classifications, which recommendations are reflected in the proposed Master Salary Schedule shown on Attachment A (Proposed Master Salary Schedule); and

WHEREAS, The Internal Alignment Committee recommends adopting a Compensation Philosophy to be used as a guiding document for compensation, which is reflected in Attachment B (Compensation Philosophy); and

WHEREAS, To alleviate recruitment issues, staff also recommends a salary increase for the Economic Development Manager position, which increase is reflected in the Proposed Master Salary Schedule; and

WHEREAS, On July 27, 2022, the Department of Finance certified that based on the annual inflation rate from 7/1/21-6/30/22, under California Labor Code section 1182.12(c)(3)(A), the California state hourly minimum wage must be increased, effective January 1, 2023, to \$15.50 an hour; and

WHEREAS, The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires the City Council to approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS; and

WHEREAS, State law also requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel; and

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

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

RESOLVED: That the City Council hereby authorizes amendments to the City's Classification and Compensation Plans and Master Salary Schedule, as set forth in the Proposed Master Salary Scheduled shown in Attachment A, to increase the salary of the Economic Development Manager position, enable the internal alignment of various classifications, and comply with mandatory minimum wage increases effective January 1, 2023; and be it further

RESOLVED: That the Proposed Master Salary Schedule shall become effective January 1, 2023; and be it further

RESOLVED: That the City Council hereby adopts the Compensation Philosophy set forth in Attachment B as a guiding document for compensation.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December, 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 1.1

RECOMMENDATION

Staff recommends that the City Council approve the Inspection Improvement Agreement for Tract 4135, Tracy Hills Village 7, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

EXECUTIVE SUMMARY

This item involves the approval of the Inspection Improvement Agreement for Tract 4135, Tracy Hills Village 7, in Tracy Hills Phase 2 (Project), which will allow Lennar Homes of California, LLC (Developer) to proceed at Developer's sole and exclusive risk with the construction of public street and utility improvements within the Project, which are ultimately intended to be dedicated to the City, prior to the City's formal approval of the Improvement Plans for such improvements.

ANALYSIS

Lennar Homes of California, LLC, is the developer of Tract 4135, Tracy Hills Village 7, in Tracy Hills Phase 2. The Vesting Tentative Map for Tracy Hills Phase 2 was approved by the City Council on October 19, 2021, by Resolution No. 2021-154, which is on file with the City Clerk and is incorporated here by reference. In accordance with the Conditions of Approval for the Vesting Tentative Map, the Developer is required to complete construction of public streets and utility improvements within Tract 4135, Tracy Hills Village 7.

Improvement Plans for the required 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. The partially approved submitted plans and specifications are on file with the City Engineer under ENG22-0024 and include the improvement plans entitled "Rangewood, Tract 4135, Village 7, Tracy Hills Phase 2A," the joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 7," and the street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 7."

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 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 Improvement 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 in accordance with the approved plans, at the Developer's sole cost, before the City will approve the Temporary or Final Occupancy of Tract 4135, Tracy Hills Village 7.

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 unapproved submitted

Improvement Plans, and will periodically advise Developer whether the work appears to be proceeding in conformance with the submitted plans.

The Developer will enter into a Subdivision Improvement Agreement with the City at a later date. Staff will return to City Council for approval of the Subdivision Improvement Agreement, which will supersede the Inspection Improvement Agreement. Subsequent to the approval of Subdivision 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 Tract 4135, Tracy Hills Village 7, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

Prepared by: Al Gali, Associate Engineer

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

TRACT NO. 4135 SUBDIVISIONS OF SAN JOAQUIN COUNTY TRACY HILLS VILLAGE 7

BEING A SUBDIVISION OF PARCEL 2
AS SHOWN ON THE PARCEL MAP RECORDED _____ 2022
IN BOOK _____ OF PARCEL MAPS AT PAGE _____
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTIONS 16 AND 19, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
MAY 2022

GRID NOTE:
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY
DISTANCES BY 1.000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS
(STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY
OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE
CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83
(EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED
JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL
RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR
THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - - - - EXISTING EASEMENT LINE
 - - - - NEW EASEMENT LINE
 - MONUMENT LINE
 - MONUMENT TIE LINE
 - EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
 - ⊙ SET STANDARD MONUMENT, STAMPED LS 6441
 - ⊙ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - LANDSCAPE MAINTENANCE EASEMENT
 - PUE PUBLIC UTILITY EASEMENT
 - EX EXISTING
 - SQ.FT. SQUARE FEET
 - (LOT) LOT LINE DIMENSION
 - (M-M) MONUMENT TO MONUMENT
 - (M-ML) MONUMENT TO MONUMENT LINE
 - (M-PL) MONUMENT TO PROPERTY LINE
 - (TIE-PL) TIE TO PROPERTY LINE
 - (R) RADIAL
 - (T) TOTAL
 - O.R. OFFICIAL RECORDS
 - (DATA)(1) RECORD DATA & REFERENCE
 - /// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

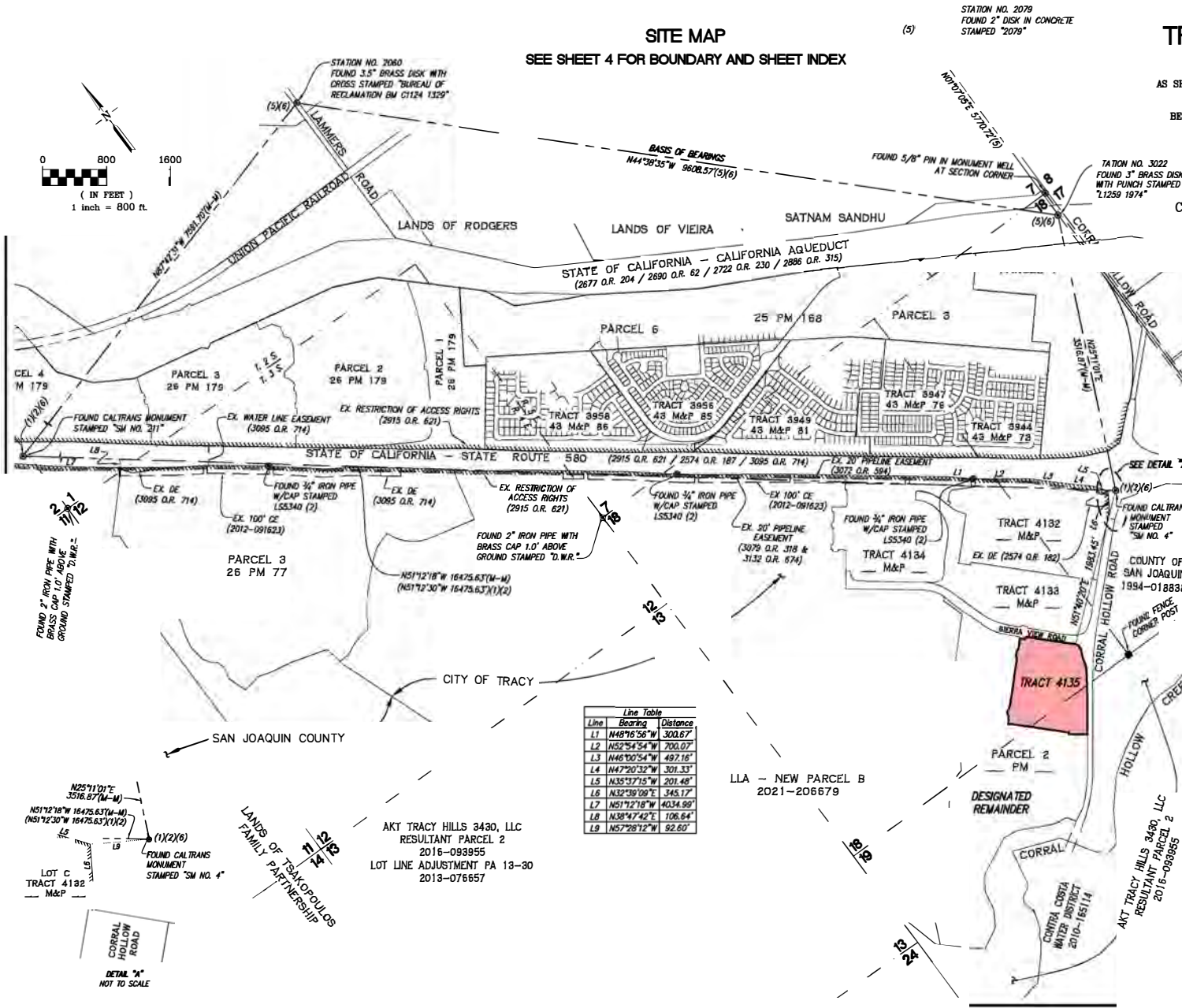
REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY
MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS
AND DEED, 3095 O.R. 714, SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) GRANT DEED, 2013-015451
- (4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
- (5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF
SURVEY, 36 RS 118
- (6) PARCEL MAP, 25 PM 168
- (7) RECORD OF SURVEY, 30 RS 163
- (8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7
INDEX NO. DD44-1146 DATED 1959
- (9) TRACT NO. 4133, M & P

JOB NO. 201008

SHEET 3 OF 11 SHEETS

SITE MAP SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX



Line	Bearing	Distance
L1	N48°16'56\"W	300.67
L2	N52°34'34\"W	200.07
L3	N46°00'54\"W	497.16
L4	N47°20'32\"W	301.33
L5	N35°17'15\"W	201.48
L6	N32°36'09\"E	345.17
L7	N51°12'18\"W	4034.99
L8	N38°47'42\"E	106.64
L9	N57°28'12\"W	92.60

**City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4135 - TRACY HILLS VILLAGE 7**

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 currently the owner of the real property that is the subject 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**”), and more particularly depicted in Exhibit “**A**”, attached and incorporated herein by its reference (“**Property**”).

B. The Tentative Map approval was subject to certain conditions of approval (“**Conditions**”). The Conditions are attached here as Exhibit “**B**” and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map 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.

D. In accordance with the Subdivision Map Act and City’s Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4135, Tracy Hills Village 7 (the “**Final Map**”). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. 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 Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0024 and incorporated herein by reference. The term “**Partially Approved Submitted Plans and Specifications**” includes: (a) sixteen (16) sheets of improvement plans entitled “Rangewood, Tract 4135, Village 7, Tracy Hills Phase 2A” prepared by Ruggeri-Jensen-Azar; (b) five (5) sheets of joint trench plans titled “Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 7” prepared by Power Systems Design and (c) four (4) sheets of street light plans titled “Street Lighting Plan Set, Tracy Hills, Village 7” prepared by Power Systems Design.

F. 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 approves Developer's Final Map.

G. 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.

H. 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 **\$2,950,929.00** 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 **\$2,950,929.00** 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 **\$295,093.00** 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 \$24,125.00 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

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

- 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 Property (Recital A)
- B. Conditions of Approval (Recital B)
- 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]

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:
Bridget Koller

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

By: Bridget Koller
Title: Vice President

Date: 10/26/2022

Attest:

Federal Employer Tax ID No. 93-1223261

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 TRACT 4135, TRACY HILLS VILLAGE 7, IN TRACY HILLS PHASE 2 BETWEEN CITY AND LENNAR HOMES OF CALIFORNIA, LLC TO PROCEED WITH THE CONSTRUCTION OF STREET AND UTILITY IMPROVEMENTS

WHEREAS, Lennar Homes of California, LLC, is the developer of Tract 4135, Tracy Hills Village 7, being situated within the boundaries of that certain Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154; and

WHEREAS, Lennar Homes of California, LLC (Developer) is required to complete construction of public streets and utility improvements within Tract 4135, Tracy Hills Village 7, and has submitted Improvement Plans for said improvements, filed under ENG22-0025, which are currently under review by the City Engineer but are not yet approved, and include the improvement plans entitled "Rangewood, Tract 4135, Village 7, Tracy Hills Phase 2A," the joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 7," and the street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 7;" and

WHEREAS, In order to meet its development schedule, developer intends to commence construction of the required public improvements based on the submitted plans before the City completes its review and approval of the 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 Improvement 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 Tract 4135, Tracy Hills Village 7, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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.J

RECOMMENDATION

Staff recommends that the City Council approve the Inspection Improvement Agreement for Tract 4136, Tracy Hills Village 8, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC, to proceed with the construction of street and utility improvements.

EXECUTIVE SUMMARY

This item involves the approval of the Inspection Improvement Agreement for Tract 4136, Tracy Hills Village 8, in Tracy Hills Phase 2 (Project), which will allow Lennar Homes of California, LLC (Developer) to proceed at Developer's sole and exclusive risk with the construction of public street and utility improvements within the Project, which are ultimately intended to be dedicated to the City, prior to the City's formal approval of the Improvement Plans for such improvements.

ANALYSIS

Lennar Homes of California, LLC, is the developer of Tract 4136, Tracy Hills Village 8, in Tracy Hills Phase 2. The Vesting Tentative Map for Tracy Hills Phase 2 was approved by the City Council on October 19, 2021, by Resolution No. 2021-154, which is on file with the City Clerk and is incorporated here by reference. In accordance with the Conditions of Approval for the Vesting Tentative Map, the Developer is required to complete construction of public streets and utility improvements within Tract 4136, Tracy Hills Village 8.

Improvement Plans for the required 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. The partially approved submitted plans and specifications are on file with the City Engineer under ENG22-0025 and include the improvement plans entitled "Ridgerton, Tract 4136, Village 8, Tracy Hills Phase 2A," the joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 8," and the street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 8."

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 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 Improvement 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 in accordance with the approved plans, at the Developer's sole cost, before the City will approve the Temporary or Final Occupancy of Tract 4136, Tracy Hills Village 8.

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 unapproved submitted

Improvement Plans, and will periodically advise Developer whether the work appears to be proceeding in conformance with the submitted plans.

The Developer will enter into a Subdivision Improvement Agreement with the City at a later date. Staff will return to City Council for approval of the Subdivision Improvement Agreement, which will supersede the Inspection Improvement Agreement. Subsequent to the approval of Subdivision 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 Tract 4136, Tracy Hills Village 8, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC, to proceed with the construction of street and utility improvements.

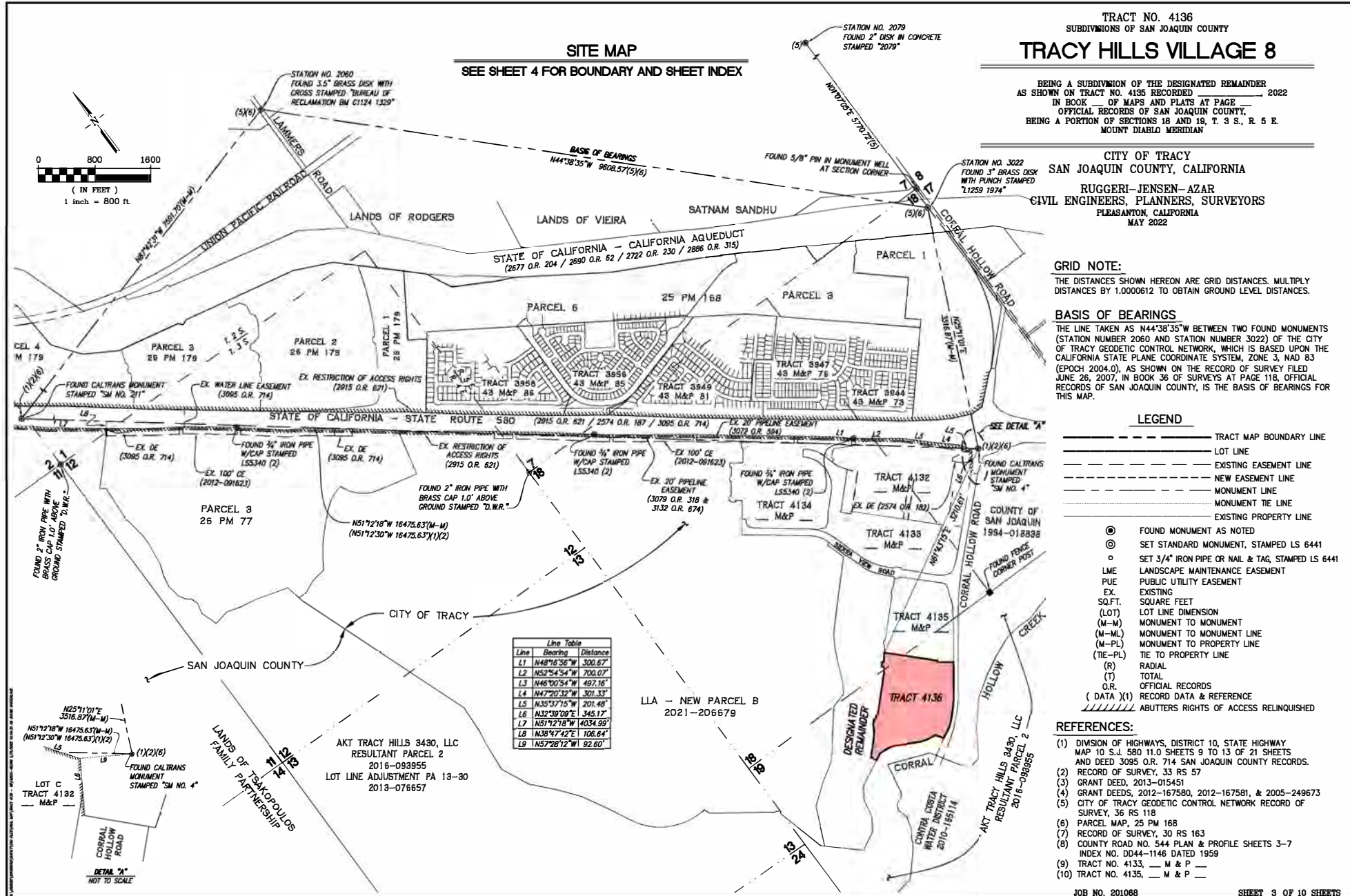
Prepared by: Al Gali, Associate Engineer

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

Approved by: Michael Rogers, City Manager

Attachments:

- Attachment A – Location Map
- Attachment B – Inspection Improvement Agreement



**City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4136 - TRACY HILLS VILLAGE 8**

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 currently the owner of the real property that is the subject 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**”), and more particularly depicted in Exhibit “**A**”, attached and incorporated herein by its reference (“**Property**”).

B. The Tentative Map approval was subject to certain conditions of approval (“**Conditions**”). The Conditions are attached here as Exhibit “**B**” and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map 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.

D. In accordance with the Subdivision Map Act and City’s Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4136, Tracy Hills Village 8 (the “**Final Map**”). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. 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 Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0025 and incorporated herein by reference. The term “**Partially Approved Submitted Plans and Specifications**” includes: (a) twelve (12) sheets of improvement plans entitled “Ridgerton, Tract 4136, Village 8, Tracy Hills Phase 2A” prepared by Ruggeri-Jensen-Azar; (b) four (4) sheets of joint trench plans titled “Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 8” prepared by Power Systems Design and (c) three (3) sheets of street light plans titled “Street Lighting Plan Set, Tracy Hills, Village 8” prepared by Power Systems Design.

F. 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 approves Developer's Final Map.

G. 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.

H. 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 **\$2,449,244.00** 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 **\$2,449,244.00** 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 **\$24,492,440.00** to guarantee improvements against any defective work or labor done or defective materials used in

performance of Work for one year from the date on which the City Council accepts the Work as complete, under Government Code sections 66499.1, 66499.4, and 66499.9.

3.4. Monumentation security in the amount of **\$20,875.00** 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

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

- 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 Property (Recital A)
- B. Conditions of Approval (Recital B)
- 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]

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

City of Tracy

Nancy D. Young, Mayor

Date: _____

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

Attest:

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Bijal M. Patel, City Attorney

Developer

LENNAR HOMES OF CALIFORNIA, LLC
a California limited liability company

DocuSigned by:
Bridget Koller

By: Bridget Koller
Title: Vice President

Date: 10/26/2022

Federal Employer Tax ID No. 93-1223261

TRACY CITY COUNCIL

RESOLUTION 2022-_____

APPROVING THE INSPECTION IMPROVEMENT AGREEMENT FOR TRACT 4136, TRACY HILLS VILLAGE 8, IN TRACY HILLS PHASE 2 BETWEEN CITY AND LENNAR HOMES OF CALIFORNIA, LLC TO PROCEED WITH THE CONSTRUCTION OF STREET AND UTILITY IMPROVEMENTS

WHEREAS, Lennar Homes of California, LLC, is the developer of Tract 4136, Tracy Hills Village 8, being situated within the boundaries of that certain Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154; and

WHEREAS, Lennar Homes of California, LLC (Developer) is required to complete construction of public streets and utility improvements within Tract 4136, Tracy Hills Village 8, and has submitted Improvement Plans for said improvements, filed under ENG22-0025, which are currently under review by the City Engineer but are not yet approved, and include the improvement plans entitled "Ridgerton, Tract 4136, Village 8, Tracy Hills Phase 2A," the joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 8," and the street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 8;" and

WHEREAS, In order to meet its development schedule, developer intends to commence construction of the required public improvements based on the submitted plans before the City completes its review and approval of the 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 Improvement 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 Tract 4136, Tracy Hills Village 8 in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th of December 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.K

RECOMMENDATION

Staff recommends that the City Council approve the Inspection Improvement Agreement for Tract 4137, Tracy Hills Village 9, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

EXECUTIVE SUMMARY

This item involves the approval of the Inspection Improvement Agreement for Tract 4137, Tracy Hills Village 9, in Tracy Hills Phase 2 (Project), which will allow Lennar Homes of California, LLC (Developer) to proceed at Developer's sole and exclusive risk with the construction of public street and utility improvements within the Project, which are ultimately intended to be dedicated to the City, prior to the City's formal approval of the Improvement Plans for such improvements.

ANALYSIS

Lennar Homes of California, LLC, is the developer of Tract 4137, Tracy Hills Village 9, in Tracy Hills Phase 2. The Vesting Tentative Map for Tracy Hills Phase 2 was approved by the City Council on October 19, 2021, by Resolution No. 2021-154, which is on file with the City Clerk and is incorporated here by reference. In accordance with the Conditions of Approval for the Vesting Tentative Map, the Developer is required to complete construction of public streets and utility improvements within Tract 4137, Tracy Hills Village 9.

Improvement Plans for the required 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. The partially approved submitted plans and specifications are on file with the City Engineer under ENG22-0027 and include the improvement plans entitled "Rockingham, Tract 4137, Village 9, Tracy Hills Phase 2A," the joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 9," and the street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 9."

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 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 Improvement 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 in accordance with the approved plans, at the Developer's sole cost, before the City will approve the Temporary or Final Occupancy of Tract 4137, Tracy Hills Village 9.

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 unapproved submitted

Improvement Plans, and will periodically advise Developer whether the work appears to be proceeding in conformance with the submitted plans.

The Developer will enter into a Subdivision Improvement Agreement with the City at a later date. Staff will return to City Council for approval of the Subdivision Improvement Agreement, which will supersede the Inspection Improvement Agreement. Subsequent to the approval of Subdivision 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 Tract 4137, Tracy Hills Village 9, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

Prepared by: Al Gali, Associate Engineer

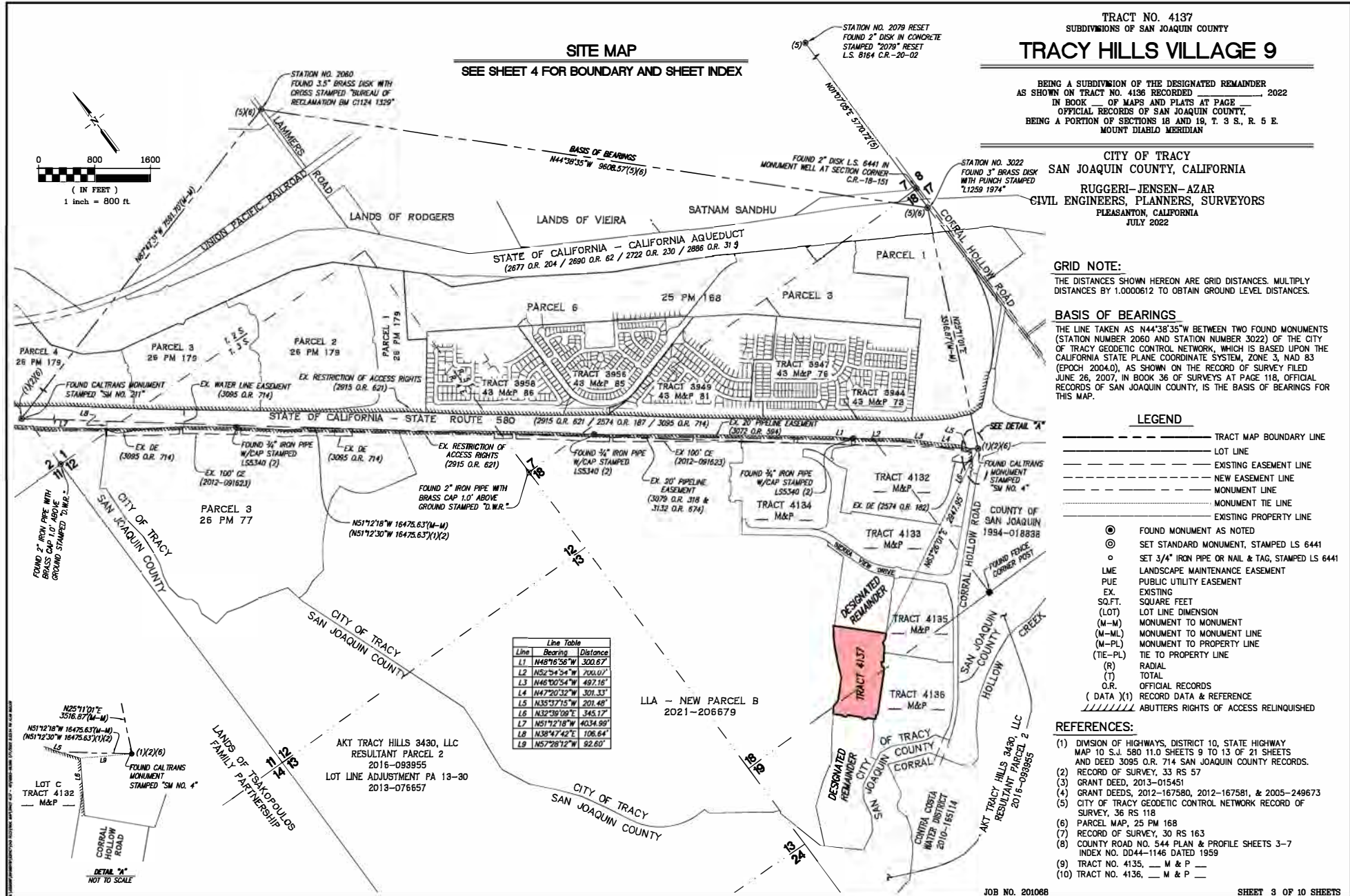
Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, Finance Director
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments:

- Attachment A – Location Map
- Attachment B – Inspection Improvement Agreement

Attachment A



SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

TRACT NO. 4137 SUBDIVISIONS OF SAN JOAQUIN COUNTY TRACY HILLS VILLAGE 9

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4136 RECORDED 2022 IN BOOK OF MAPS AND PLATS AT PAGE OF OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTIONS 16 AND 19, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2022

GRID NOTE:
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- - - EXISTING EASEMENT LINE
- - - NEW EASEMENT LINE
- - - MONUMENT LINE
- - - MONUMENT TIE LINE
- - - EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ SET STANDARD MONUMENT, STAMPED LS 6441
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LME LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- EX EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- /// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

- REFERENCES:**
- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
 - (2) RECORD OF SURVEY, 33 RS 57
 - (3) GRANT DEED, 2013-015451
 - (4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
 - (5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
 - (6) PARCEL MAP, 25 PM 168
 - (7) RECORD OF SURVEY, 30 RS 163
 - (8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
 - (9) TRACT NO. 4135, M & P
 - (10) TRACT NO. 4136, M & P

Line	Bearing	Distance
L1	N48°16'56"W	300.67
L2	N52°34'34"W	200.07
L3	N46°30'54"W	497.16
L4	N47°20'32"W	301.33
L5	N35°37'15"W	201.48
L6	N32°36'09"E	345.17
L7	N51°12'18"W	4034.99
L8	N38°47'42"E	106.64
L9	N57°28'12"W	92.60

City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4137 - TRACY HILLS VILLAGE 9

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 currently the owner of the real property that is the subject 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**”), and more particularly depicted in Exhibit “**A**”, attached and incorporated herein by its reference (“**Property**”).
- B.** The Tentative Map approval was subject to certain conditions of approval (“**Conditions**”). The Conditions are attached here as Exhibit “**B**” and incorporated by reference.
- C.** Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map 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.
- D.** In accordance with the Subdivision Map Act and City’s Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4137, Tracy Hills Village 9 (the “**Final Map**”). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.
- E.** 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 Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0027 and incorporated herein by reference. The term “**Partially Approved Submitted Plans and Specifications**” includes: (a) twelve (12) sheets of improvement plans entitled “Rockingham, Tract 4137, Village 9, Tracy Hills Phase 2A” prepared by Ruggeri-Jensen-Azar; (b) four (4) sheets of joint trench plans titled “Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 9” prepared by Power Systems Design and (c) three (3) sheets of street light plans titled “Street Lighting Plan Set, Tracy Hills, Village 9” prepared by Power Systems Design.

F. 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 approves Developer's Final Map.

G. 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.

H. 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 **\$1,920,060.00** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) under Government Code sections 66499.1, 66499.4, and 66499.9.

- 3.2. **Labor and Material** security in the amount of **\$1,920,060.00** 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 **\$192,006.00** 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 **\$30,125.00** 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

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

- 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 Property (Recital A)
- B. Conditions of Approval (Recital B)
- 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

Tract 4137, Tracy Hills Village 9

Page 10 of 10

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:

Bridget Koller

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

By: Bridget Koller
Title: Vice President

Date: 10/26/2022

Attest:

Federal Employer Tax ID No. 93-1223261

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Bijal M. Patel, City Attorney

TRACY CITY COUNCIL

RESOLUTION 2022-_____

APPROVING THE INSPECTION IMPROVEMENT AGREEMENT FOR TRACT 4137, TRACY HILLS VILLAGE 9, IN TRACY HILLS PHASE 2 BETWEEN CITY AND LENNAR HOMES OF CALIFORNIA, LLC TO PROCEED WITH THE CONSTRUCTION OF STREET AND UTILITY IMPROVEMENTS

WHEREAS, Lennar Homes of California, LLC, is the developer of Tract 4137, Tracy Hills Village 9, being situated within the boundaries of that certain Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154; and

WHEREAS, Lennar Homes of California, LLC (Developer) is required to complete construction of public streets and utility improvements within Tract 4137, Tracy Hills Village 9, and has submitted Improvement Plans for said improvements, filed under ENG22-0027, which are currently under review by the City Engineer but are not yet approved, and include the improvement plans entitled "Rockingham, Tract 4137, Village 9, Tracy Hills Phase 2A," the joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 9," and the street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 9;" and

WHEREAS, In order to meet its development schedule, developer intends to commence construction of the required public improvements based on the submitted plans before the City completes its review and approval of the 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 Improvement 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 Tract 4137, Tracy Hills Village 9, in Tracy Hills Phase 2, between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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.L

RECOMMENDATION

Staff recommends that the City Council approve the Inspection Improvement Agreement for Tract 4138, Tracy Hills Village 10, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC, to proceed with the construction of street and utility improvements.

EXECUTIVE SUMMARY

This item involves the approval of the Inspection Improvement Agreement for Tract 4138, Tracy Hills Village 10, in Tracy Hills Phase 2 (Project), which will allow Lennar Homes of California, LLC (Developer) to proceed at Developer's sole and exclusive risk with the construction of public street and utility improvements within the Project, which are ultimately intended to be dedicated to the City, prior to the City's formal approval of the Improvement Plans for such improvements.

ANALYSIS

Lennar Homes of California, LLC, is the developer of Tract 4138, Tracy Hills Village 10, in Tracy Hills Phase 2. The Vesting Tentative Map for Tracy Hills Phase 2 was approved by the City Council on October 19, 2021, by Resolution No. 2021-154, which is on file with the City Clerk and is incorporated here by reference. In accordance with the Conditions of Approval for the Vesting Tentative Map, the Developer is required to complete construction of public streets and utility improvements within Tract 4138, Tracy Hills Village 10.

Improvement Plans for the required 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. The partially approved submitted plans and specifications are on file with the City Engineer under ENG22-0031 and include the improvement plans entitled "Slateshire, Tract 4138, Village 10, Tracy Hills Phase 2A," the joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 10," and the street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 10."

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 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 Improvement 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 in accordance with the approved plans, at the Developer's sole cost, before the City will approve the Temporary or Final Occupancy of Tract 4138, Tracy Hills Village 10.

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 unapproved submitted

Improvement Plans, and will periodically advise Developer whether the work appears to be proceeding in conformance with the submitted plans.

The Developer will enter into a Subdivision Improvement Agreement with the City at a later date. Staff will return to City Council for approval of the Subdivision Improvement Agreement, which will supersede the Inspection Improvement Agreement. Subsequent to the approval of Subdivision 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 Tract 4138, Tracy Hills Village 10, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

Prepared by: Al Gali, Associate Engineer

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

Approved by: Michael Rogers, City Manager

Attachments:

Attachment A – Location Map
Attachment B – Inspection Improvement Agreement

SITE MAP

SEE SHEET 4 FOR BOUNDARY AND SHEET INDEX

TRACT NO. 4138
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 10

BEING A SUBDIVISION OF THE DESIGNATED REMAINDER AS SHOWN ON TRACT NO. 4137 RECORDED 2022 IN BOOK _____ OF MAPS AND PLATS AT PAGE _____ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 19, T. 3 S., R. 5 E. MOUNT Diablo MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JULY 2022

GRID NOTE:
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

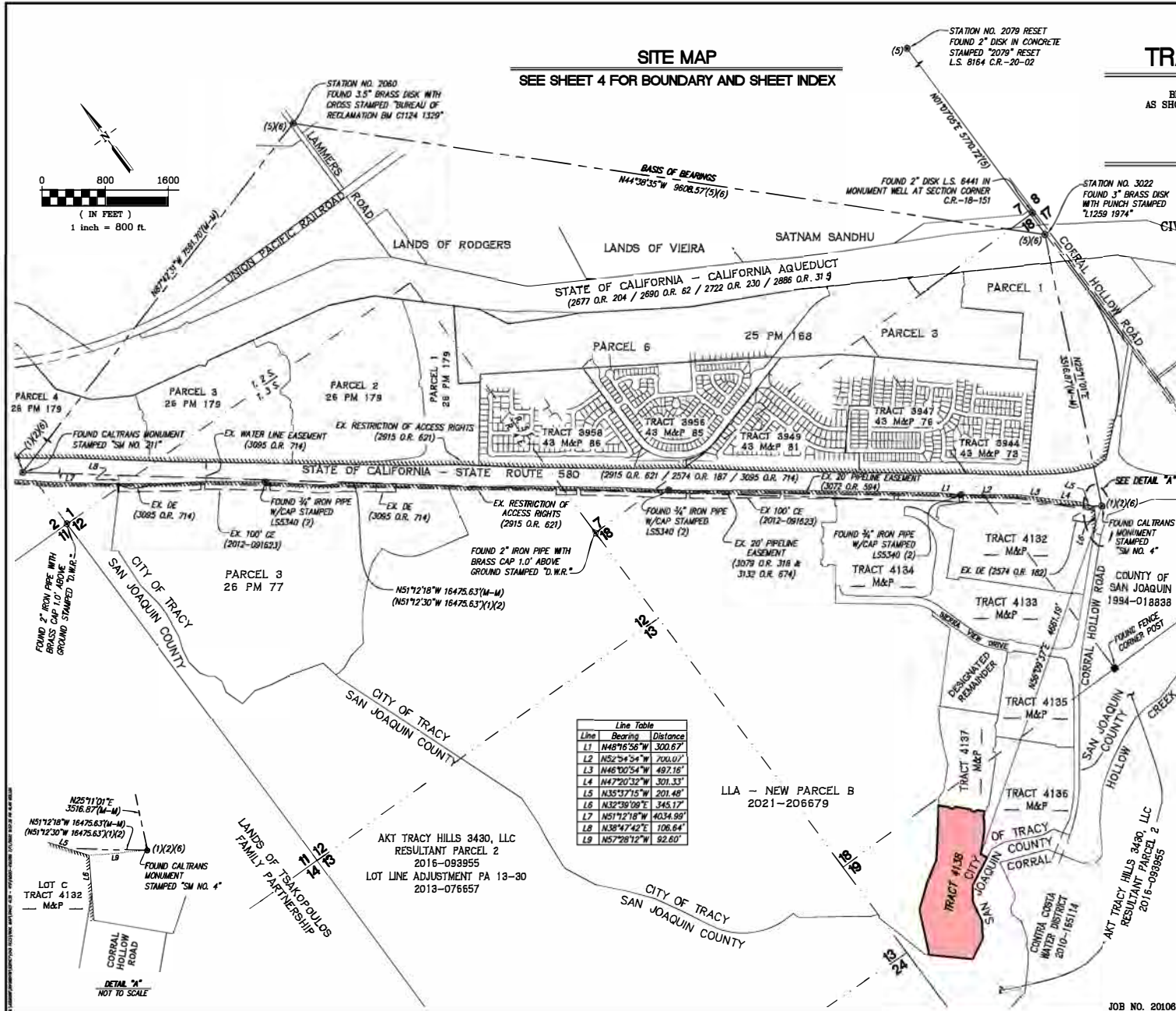
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- - - - EXISTING EASEMENT LINE
- - - - NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ SET STANDARD MONUMENT, STAMPED LS 6441
- ⊙ SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- LANDSCAPE MAINTENANCE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- EX EXISTING
- SQ.FT. SQUARE FEET
- (LOT) LOT LINE DIMENSION
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- (TIE-PL) TIE TO PROPERTY LINE
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- /// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) GRANT DEED, 2013-015451
- (4) GRANT DEEDS, 2012-167580, 2012-167581, & 2005-249673
- (5) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (6) PARCEL MAP, 25 PM 168
- (7) RECORD OF SURVEY, 30 RS 163
- (8) COUNTY ROAD NO. 544 PLAN & PROFILE SHEETS 3-7 INDEX NO. DD44-1146 DATED 1959
- (9) TRACT NO. 4136, M & P
- (10) TRACT NO. 4137, M & P

Line	Bearing	Distance
L1	N48°16'56"W	300.67
L2	N52°34'34"W	200.07
L3	N46°30'54"W	497.16
L4	N47°20'32"W	301.33
L5	N35°37'15"W	201.48
L6	N32°36'09"W	345.17
L7	N51°12'18"W	4034.99
L8	N38°47'42"E	106.64
L9	N57°28'12"W	92.60



City of Tracy
INSPECTION IMPROVEMENT AGREEMENT
TRACT 4138 - TRACY HILLS VILLAGE 10

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 currently the owner of the real property that is the subject 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**”), and more particularly depicted in Exhibit “**A**”, attached and incorporated herein by its reference (“**Property**”).

B. The Tentative Map approval was subject to certain conditions of approval (“**Conditions**”). The Conditions are attached here as Exhibit “**B**” and incorporated by reference.

C. Among other things, the Conditions describe certain improvements that are required for approval of a final subdivision map 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.

D. In accordance with the Subdivision Map Act and City’s Subdivision Ordinance, Developer has submitted to City a partially approved final map for the project known as Tract No. 4138, Tracy Hills Village 10 (the “**Final Map**”). The Final Map is being reviewed by the City Engineer for substantial compliance with the Tentative Map, and the Final Map has not yet been approved by City for recordation.

E. 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 Map. The Partially Approved Submitted Plans and Specifications, which are under review by the City Engineer, are on file with the City Engineer under Tracking No. ENG22-0031 and incorporated herein by reference. The term “**Partially Approved Submitted Plans and Specifications**” includes: (a) fourteen (14) sheets of improvement plans entitled “Slateshire, Tract 4138, Village 10, Tracy Hills Phase 2A” prepared by Ruggeri-Jensen-Azar; (b) four (4) sheets of joint trench plans titled “Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 10” prepared by Power Systems Design and (c) three (3) sheets of street light plans titled “Street Lighting Plan Set, Tracy Hills, Village 10” prepared by Power Systems Design.

F. 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 approves Developer's Final Map.

G. 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.

H. 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 **\$2,328,720.00** 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 **\$2,328,720.00** 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 **\$232,872.00** 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 **\$40,625.00** 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

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

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 Property (Recital A)
- B. Conditions of Approval (Recital B)
- 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

Tract 4138, Tracy Hills Village 10

Page 10 of 10

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:
Bridget Koller

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

By: Bridget Koller
Title: Vice President

Date: 10/26/2022

Attest:

Federal Employer Tax ID No. 93-1223261

By: Adrienne Richardson, City Clerk

Approved As To Form:

By: Bijal M. Patel, City Attorney

TRACY CITY COUNCIL

RESOLUTION 2022-_____

APPROVING THE INSPECTION IMPROVEMENT AGREEMENT FOR TRACT 4138, TRACY HILLS VILLAGE 10, IN TRACY HILLS PHASE 2 BETWEEN CITY AND LENNAR HOMES OF CALIFORNIA, LLC TO PROCEED WITH THE CONSTRUCTION OF STREET AND UTILITY IMPROVEMENTS

WHEREAS, Lennar Homes of California, LLC, is the developer of Tract 4138, Tracy Hills Village 10, being situated within the boundaries of that certain Vesting Tentative Map, Tract 4057, Tracy Hills Phase 2, approved by the City Council on October 19, 2021, by Resolution No. 2021-154; and

WHEREAS, Lennar Homes of California, LLC, (Developer) is required to complete construction of public streets and utility improvements within Tract 4138, Tracy Hills Village 10, and has submitted Improvement Plans for said improvements, filed under ENG22-0031, which are currently under review by the City Engineer but are not yet approved, and include the improvement plans entitled "Slateshire, Tract 4138, Village 10, Tracy Hills Phase 2A," the joint trench plans entitled "Joint Trench Composite Plan, Tracy Hills Phase 2A, Village 10," and the street light plans entitled "Street Lighting Plan Set, Tracy Hills, Village 10;" and

WHEREAS, In order to meet its development schedule, developer intends to commence construction of the required public improvements based on the submitted plans before the City completes its review and approval of the 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 Improvement 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 Tract 4138, Tracy Hills Village 10, in Tracy Hills Phase 2 between City and Lennar Homes of California, LLC to proceed with the construction of street and utility improvements.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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.M

RECOMMENDATION

Staff recommends that (1) the City Council reject all bids for the El Pescadero Park Sound Wall Extension Project, CIP 71116, (2) that CIP 71116 be closed, and (3) that the remaining project funds be returned to the General Projects Fund (F301) fund balance.

EXECUTIVE SUMMARY

Staff recommends that the City Council reject all bids for the El Pescadero Park Sound Wall Extension Project, CIP 71116, that CIP 71116 be closed, and that the remaining project funds be returned to the General Projects Fund (F301) fund balance.

Bids came in significantly above the project budget of \$200,000, due to rising costs of construction and expected costs to secure the site during construction. Awarding this construction contract would require a budget augmentation in the amount of \$372,000 to fully fund the project.

The extension of the existing concrete masonry unit (CMU) block wall in El Pescadero Park will now be included with the park improvements associated with the Multi-Generational Recreation Center Project, CIP 78178. Staff believes that including the CMU wall extension in the proposed improvements to El Pescadero Park associated with the Multi-Generational Recreation Center Project (CIP 78178) will reduce the cost of the wall improvements, due to the economy of scale that the larger renovation project will provide.

BACKGROUND AND LEGISLATIVE HISTORY

On December 21, 2021, Council requested a CIP for the extension of an existing CMU wall along the western property line of El Pescadero Park. Staff returned with a proposal for the Project that was approved by City Council on March 1, 2022, with an approved budget of \$200,000.

On October 18, 2022, Council received an informational report regarding the concept, design, and cost options for the Multi-Generational Recreation Center (CIP 78178) including providing specific direction to incorporate all park improvements shown in the El Pescadero Park Conceptual Plan which contemplated the extension of the CMU wall.

ANALYSIS

The wall improvement project (CIP 71116) was planned to extend an existing CMU wall along the western property line of El Pescadero Park up to Kavanagh Avenue, where there are wood fences on private residential properties, that have been subject to ongoing vandalism and arson.

The project plans and specifications were completed in house by Engineering staff and the project was advertised for competitive bids on July 8, 2022, and July 15, 2022. A total of two (2) bids were received and publicly opened at 2:00 p.m. on August 1, 2022, with the following results:

	Contractor	Total Base Bid
1	Tracy Grading and Paving, Inc.	\$448,400.00
2	Gowan Construction, Inc.	\$631,771.77

The total estimated cost of this project, if awarded to the lowest bidder, would have been:

Construction Bid	\$448,400
Construction Management (10%)	\$44,840
Design Support During Construction	\$5,000
Contingency @ 10%	\$44,840
Total Project Cost	\$543,080

The overall project costs exceed the available funding. Staff received some informal feedback that the project costs were also high due to concerns with securing the site during construction. Staff believes that including the CMU wall extension in the proposed improvements to El Pescadero Park associated with the Multi-Generational Recreation Center Project (CIP 78178) will reduce the cost of the wall improvements, due to the economy of scale that the larger renovation project will provide.

FISCAL IMPACT

The current available funding in this project (CIP 71116) is \$172,000. Staff recommends CIP 71116 be closed and funds returned to the General Projects Fund (F301) fund balance.

COORDINATION

Coordination between Development Services, Public Works, and Parks & Recreation was needed to prepare the plans and specifications for this project.

CEQA DETERMINATION

CIP 71116 is categorically exempt from CEQA under Section 15061(1)(h).

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety and Quality of Life Strategic Priorities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that (1) the City Council reject all bids for the El Pescadero Park Sound Wall Extension Project CIP 71116, (2) that CIP 71116 be closed, and (3) that the remaining project funds be returned to the General Projects Fund (F301) fund balance.

Prepared by: Ilene Macintire, Senior Civil Engineer
Richard Joaquin, Parks Planning & Development Manager

Reviewed by: Robert Armijo, City Engineer/Assistant Director of Development Services
Kris Balaji, Director of Development Services
Brian MacDonald, Director of Parks & Recreation
Sara Cowell, Finance Director
Karin Schnaider, Assistant City Manager Midori
Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

TRACY CITY COUNCIL

RESOLUTION 2022-_____

1) REJECTING ALL BIDS FOR THE EL PESCADERO PARK SOUND WALL EXTENSION PROJECT, CIP 71116, 2) AUTHORIZING STAFF TO CLOSE CIP 71116, AND 3) APPROVING THE REMAINING PROJECT FUNDS BE RETURNED TO THE GENERAL PROJECTS FUND (F301) FUND BALANCE

WHEREAS, on December 21, 2021, Council requested the City Manager provide an opportunity to fund the extension of an existing CMU wall along the western property line of El Pescadero Park. The Project was approved by City Council on March 1, 2022, with an approved budget of \$200,000; and

WHEREAS, the El Pescadero Park Sound Wall Extension Project (CIP 71116) was planned to extend an existing concrete masonry unit (CMU) wall along the western property line of El Pescadero Park up to Kavanagh Avenue, where there are wood fences on private residential properties, that have been subject to ongoing vandalism and arson; and

WHEREAS, the project plans and specifications were completed in-house by Engineering staff, and the project was advertised for competitive bids on July 8, 2022, and July 15, 2022. A total of two (2) bids were received and publicly opened at 2:00 p.m. on August 1, 2022; and

WHEREAS, on October 18, 2022, Council received an informational report regarding the concept, design, and cost options for the Multi-Generational Recreation Center (CIP 78178) including providing specific direction to incorporate all park improvements shown in the El Pescadero Park Conceptual Plan which contemplated the extension of the CMU wall; and

WHEREAS, staff believes that including the CMU wall extension in the proposed improvements to El Pescadero Park associated with the Multi-Generational Recreation Center Project (CIP 78178) will reduce the cost of the wall improvements, due to the economy of scale that the larger renovation project will provide; and

WHEREAS, the current available funding in CIP 71116 is \$172,000. By closing CIP 71116, the remaining balance will be transferred back to the General Project Fund (F301) fund balance; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby rejects all bids for the El Pescadero Park Sound Wall Extension Project, CIP 71116; and be it

FURTHER RESOLVED: That the City Council authorizes staff to close CIP 71116; and be it

FURTHER RESOLVED: That the City Council authorizes the remaining project funds to be returned to the general projects (F301) fund balance.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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.N

RECOMMENDATION

Staff recommends City Council approve the Offsite Improvement Agreement for the MacArthur Retail Center between City and Winters Gateway, Inc., for the roadway improvements, utility connections, and overhead utility undergrounding improvements in connection with applications D19-0012, and G21-0008.

EXECUTIVE SUMMARY

Approval of the Offsite Improvement Agreement (Agreement) will allow Winters Gateway, Inc. (Developer) to proceed with the construction of the roadway improvements, utility connections, and overhead utility undergrounding improvements on MacArthur Drive and Eleventh Street and all associated improvements related to the development of a gas station and two multi-tenant commercial buildings on the southeast corner of Eleventh Street and MacArthur Drive.

BACKGROUND AND LEGISLATIVE HISTORY

Developer is responsible for the construction of roadway improvements, utility connections, and overhead utility undergrounding improvements on the frontages of the Project along Eleventh Street and MacArthur Drive. The Development Review Application (D19-0012) ("Application") which authorized the Developer to proceed with the construction of said improvements was approved by the Development Services Director on January 13, 2020.

ANALYSIS

The Conditions of Approval for Development Application D19-0012 requires construction of certain roadway, utility connections, and overhead utility undergrounding improvements on Eleventh Street and MacArthur Drive. Pursuant to Government Code Section 66462, Developer has requested to execute the Agreement and to post the necessary securities to guarantee completion of the improvements.

FISCAL IMPACT

There is no fiscal impact associated with this action. Construction of the improvements will be funded and performed by Winters Gateway. The Developer has paid the applicable engineering review fees, which include the cost of the processing of the Offsite Improvement Agreement.

PUBLIC OUTREACH/ INTEREST

No public outreach is necessary.

COORDINATION

Not applicable.

CEQA DETERMINATION

The Development Services Department has determined that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 because the project is characterized as in-fill development and (1) is consistent with the General Plan designation of Commercial and all applicable General Plan policies as well as with the General Highway Commercial (GHC) Zone and with all applicable zoning regulations, (2) occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses, (3) has no value as habitat for endangered, rare or threatened species, (4) would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (5) can be adequately served by all required utilities and public services. Therefore, no further environmental assessment 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 Offsite Improvement Agreement for the MacArthur Retail Center between City and Winters Gateway, Inc., for the roadway improvements, utility connections, and overhead utility undergrounding improvements in connection with applications D19-0012, and G21-0008.

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, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Offsite Improvement Agreement

**CITY OF TRACY
OFF-SITE IMPROVEMENT AGREEMENT FOR
MACARTHUR RETAIL CENTER, D19-0012, G21-0008
PUBLIC IMPROVEMENTS**

This **OFF-SITE IMPROVEMENT AGREEMENT** (“**Agreement**”) is made and entered into by and between the **CITY OF TRACY** a municipal corporation (“**City**”), and **WINTERS GATEWAY, INC.**, a California Corporation (“**Developer**”).

Recitals

- A.** Developer is the legal owner of that certain real property located at 630 E. Eleventh Street designated with Assessor’s Parcel Number(s) 250-025-014; and at 640 E. Eleventh Street designated with Assessor’s Parcel Number(s) 250-025-015 and more particularly described in Exhibit “**A**” hereto (the “**Property**”).
- B.** The Development Review Application (D19-0012) for the McArthur Retail Center (“**Project**”) was approved on January 13, 2020 subject to the specified conditions of approval attached hereto as Exhibit “**B**” (“**Conditions of Approval**”), which are incorporated herein by reference.
- C.** Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of portland concrete cement curb, gutter, sidewalk, driveways, and utility connections (collectively, the “**Work**”). The location and details of the Work are described more fully in the twelve (12) sheets of improvement plans entitled “McArthur Retail Center Grading Plan APN: 250-250-14&15”, prepared by Moua Enterprise of Fresno California (“**Plans and Specifications**”) [G21-0008]. The Plans and Specifications are on file with the City Engineer and are incorporated herein by reference.
- D.** 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.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Scope of Work; Location; Offer of Dedication. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer’s sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required by Tracy Municipal Code Section 12.36.060(f). To the extent applicable,

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
MCARTHUR COMMERCIAL CENTER, D19-0012, G21-0008
PUBLIC IMPROVEMENTS
Page 2 of 12

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 has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer's expense.

2. Time Of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth herein 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 which purportedly caused the delay, and not later than the date on which performance is due.
 - 2.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.
 - 2.2. Schedule of Work. Concurrently with the written notice of commencement 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 no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above.

3. Improvement Security. Concurrently with the execution of this Agreement, and prior to the commencement of 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 \$110,159 to secure faithful performance of this Agreement.
 - 3.2. Labor and Material security in the amount of \$110,159 to secure payment by Developer to laborers and materialmen.
 - 3.3. Warranty security in the amount of \$11,015.90 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.

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4. Indemnification. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 13, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.

5. Insurance. Concurrently with the execution of this Agreement by 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 6 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

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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

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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 all acts of its employees, agents, or 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 whatsoever, unless the City provides prior written authorization to Developer.
7. Default
- 7.1. Notice of Default. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.
 - 7.2. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):
 - 7.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
 - 7.2.2. Developer abandons the Work site.
 - 7.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.
 - 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 and fails to cure such violation pursuant to Section 7.3 below.

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- 7.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:
 - 7.3.1. Demand that Developer complete performance of the Work.
 - 7.3.2. Demand that Developer's surety (if any) complete performance of the Work.
 - 7.3.3. Resort to any judicial remedies available to the City.

8. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.

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 City; Inspection Fees. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
 - 10.1. Inspection Fees. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

11. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent

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(“**Authorized Representative**”) on site with authority to act on Developer’s behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. Exhibit “**C**” attached hereto includes the initial contact information referenced in this Section 11.

- 12. Acceptance of Work. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer’s obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and 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. In the event that (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:

<p><u>To City:</u> City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org</p> <p><u>With a copy to:</u> City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org</p>	<p><u>To Developer:</u> Ghai Management Services, Inc. Attn: Sunny Ghai 25 E. Airway Blvd. Livermore, CA 94551</p>
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- 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 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 thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.
19. Jurisdiction and Venue. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
20. Permits, Licenses, and Compliance with Law. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said 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

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hereto are incorporated into this Agreement and made a part hereof by this reference:

- A. Description of Property (Recital A.)
- B. Conditions of Approval (Recital B.)
- C. Subdivider's Authorized Representative Information (Section 11.)

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

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

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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 D. Young
Title: MAYOR

Date: _____

Attest:

By: Adrienne Richardson
Title: CITY CLERK

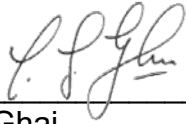
Date: _____

Approved As To Form:

By: Bijal M. Patel
Title: CITY ATTORNEY

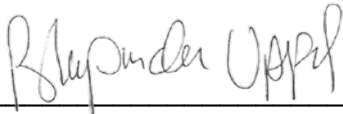
Date: _____

DEVELOPER:
Winters Gateway, Inc. a California corporation



By: Sunny Ghai
Title: President

Date: 10/14/22 _____



By: Bhupinder Uppal
Title: Secretary

Date: 10/14/22 _____

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**EXHIBIT A – Property
(Page 1 of 2)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF THAT CERTAIN 34,480 SQUARE FOOT PARCEL OF LAND AND ALSO A PORTION OF THAT CERTAIN 48,655 SQUARE FOOT PARCEL OF LAND, AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 02-08-MS, RECORDED JUNE 13, 2013, AS [DOCUMENT NUMBER 2013-078777](#), SAN JOAQUIN COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID 48,655 SQUARE FOOT PARCEL, SAID POINT ALSO BEING ON THE EAST LINE OF MACARTHUR DRIVE; THENCE NORTH 00°14'27" EAST, ALONG THE EAST LINE OF SAID MACARTHUR DRIVE, 165.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°14'27" EAST, ALONG THE EAST LINE OF SAID MACARTHUR DRIVE, 142.00 FEET TO A POINT, SAID POINT BEING THE SOUTH LINE OF ELEVENTH STREET; THENCE ALONG SAID SOUTH LINE OF ELEVENTH STREET, AND ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 06°35'42" AN ARC LENGTH OF 7.48 FEET AND A CHORD BEARING NORTH 46°53'10" EAST, 7.48 FEET TO A POINT; THENCE SOUTH 39°48'59" EAST, 12.03 FEET TO A POINT; THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 52.98 FEET, A CENTRAL ANGLE OF 21°06'08", AN ARC LENGTH OF 19.51 FEET AND A CHORD BEARING NORTH 60°44'05" EAST, 19.40 FEET TO A POINT; THENCE NORTH 25°49'41" EAST, 2.11 FEET TO A POINT; THENCE ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 54.50 FEET, A CENTRAL ANGLE OF 17°25'52", AN ARC LENGTH OF 16.58 FEET AND A CHORD BEARING NORTH 81°33'31" EAST, 16.52 FEET TO A POINT; THENCE SOUTH 89°44'16" EAST, 101.70 FEET TO A POINT; THENCE NORTH 86°12'41" EAST, 111.88 FEET TO A POINT; THENCE SOUTH 88°07'13" EAST, 6.61 FEET TO THE NORTHEAST CORNER OF SAID 48,655 SQUARE FOOT PARCEL; THENCE SOUTH 00°14'27" WEST, ALONG THE EAST LINE OF SAID 48,655 SQUARE FOOT PARCEL, 160.39 FEET TO A POINT; THENCE NORTH 89°34'20" WEST, 267.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS ALSO REFERRED TO AS "EXHIBIT "A" - LEGAL DESCRIPTION ADJUSTED PARCEL 1" ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED MAY 28, 2014, AS [INSTRUMENT NO. 2014-052399](#), SAN JOAQUIN COUNTY RECORDS.

[APN: 250-250-14](#)

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MCARTHUR COMMERCIAL CENTER, D19-0012, G21-0008
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**EXHIBIT A – Property
(Page 2 of 2)**

PARCEL TWO:

THE LAND DESCRIBED IN QUITCLAIM DEED RECORDED JULY 25, 2007, AS [DOCUMENT NO. 2007134737](#), AND ALSO PORTIONS OF THAT CERTAIN 34,480 SQUARE FOOT PARCEL OF LAND, AND THAT CERTAIN 48,655 SQUARE FOOT PARCEL OF LAND AS DESCRIBED IN LOT LINE ADJUSTMENT NO. 02-08-MS, RECORDED JUNE 13, 2013, AS [DOCUMENT NO. 2013-078777](#), SAN JOAQUIN COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 48,655 SQUARE FOOT PARCEL, SAID POINT ALSO BEING ON THE EAST LINE OF MACARTHUR DRIVE; THENCE NORTH 00°14'27" EAST, ALONG THE EAST LINE OF SAID MACARTHUR DRIVE, 80.00 FEET TO A POINT; THENCE NORTH 89°45'33" WEST, 16.00 FEET TO A POINT; THENCE NORTH 00°14'27" EAST, 50.00 FEET TO A POINT; THENCE SOUTH 89°45'33" EAST, 16.00 FEET TO THE EAST LINE OF SAID MACARTHUR DRIVE; THENCE NORTH 00°14'27" EAST, ALONG THE EAST LINE OF MACARTHUR DRIVE, 35.74 FEET TO A POINT; THENCE SOUTH 89°34'20" EAST, 267.21 FEET TO THE EAST LINE OF SAID 48,655 SQUARE FOOT PARCEL; THENCE SOUTH 00°14'27" WEST, ALONG THE EAST LINE OF SAID 48,655 SQUARE FOOT PARCEL, 115.74 FEET TO THE EASTERLY

SOUTHEAST CORNER OF SAID 48,655 SQUARE FOOT PARCEL; THENCE NORTH 89°14'20" WEST, 57.31 FEET TO A POINT; THENCE SOUTH 00°14'27" WEST, 50.00 FEET TO THE SOUTHERLY SOUTHEAST CORNER OF SAID 48,655 SQUARE FOOT PARCEL; THENCE NORTH 89°34'20" WEST, ALONG THE SOUTH LINE OF SAID 48,655 SQUARE FOOT PARCEL, 209.90 FEET TO THE POINT OF BEGINNING.

THE ABOVE LEGAL DESCRIPTION IS ALSO REFERRED TO AS "EXHIBIT "A" - LEGAL DESCRIPTION ADJUSTED PARCEL 2" ON CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT RECORDED MAY 28, 2014, AS [INSTRUMENT NO. 2014-052399](#), SAN JOAQUIN COUNTY RECORDS.

[APN: 250-250-15](#)

City of Tracy
Conditions of Approval
11th Street Commercial Center
630 & 640 E 11th St.
Development Review Permit
Conditions of Approval
Application Number D19-0012
January 13, 2020

These Conditions of Approval shall apply to the Development Review Permit to construct a retail shopping center, known as 11th Street Commercial Center, consisting of a 5,584 square foot multi-tenant restaurant/retail building, 2,200 square foot restaurant, gas station, car wash, landscaping, and parking area, located at 630 and 640 E 11th Street, Assessor Parcel Numbers 250-250-14 and 250-250-15, Application Number D19-0012 (hereinafter "Project"), proposed by Sunny Ghai (hereinafter "Applicant").

A. Definitions.

The following definitions shall apply to these Conditions of Approval:

1. "Applicant" means any person, or other legal entity, defined as a "Developer".
2. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.
3. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, the Development Services Director, or the City Engineer to perform the duties set forth herein.
4. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, City's Design Goals and Standards, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
5. "Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
6. "Conditions of Approval" shall mean the conditions of approval applicable to the 11th Street Commercial Center, Application Number D19-0012.
7. "Property" means the subject property of the Development Review Permit to construct a 5,584 square foot multi-tenant restaurant/retail building, 2,200 square foot restaurant, gas station, car wash, landscaping, and parking area known as 11th Street Commercial Center, located at 630 and 640 E 11th Street, Assessor Parcel Numbers 250-250-14 and 250-250-15, Application Number D19-0012.

B. Planning Division Conditions of Approval

1. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the 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 California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").
2. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations.
3. Pursuant to Government Code Section 66020, including Section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code Section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.
4. The project shall be developed in substantial compliance with the plans received by the Development Services Department on December 10, 2019, to the satisfaction of the Development Services Director.
5. Prior to final inspection or certificate of occupancy, the back side of any visible roof parapets shall consist of the same material and be painted the same color as the front side of the roof parapets, to the satisfaction of the Development Services Director.
6. Prior to issuance of a building permit, the applicant shall submit site plans and construction details that demonstrate 12-inch wide concrete curbs along the perimeter of landscape planters where such planters are parallel and adjacent to vehicular parking spaces to provide access to vehicles without stepping into the landscape planters, to the satisfaction of the Development Services Director.
7. Prior to the issuance of a building permit, a lot line adjustment shall be recorded at the San Joaquin County Recorder's Office to merge the two lots of the subject property into one lot, to the satisfaction of the Development Services Director.
8. Prior to the approval of a building permit, the applicant shall submit detailed landscape and irrigation plans consistent with the Department of Water Resources' Water Efficient Landscape Ordinance to the satisfaction of the Development Services Director. Said plans shall demonstrate no less than 40% of the total parking area be shaded by canopy

trees at tree maturity. Trees shall be a minimum of 24" box size, shrubs shall be a minimum size of 5 gallon, and groundcover shall be a minimum size of 1 gallon.

9. Prior to the issuance of a building permit, the Developer shall execute a two-year landscape and irrigation maintenance agreement and submit financial security, such as a performance bond, to ensure the success of all on-site landscaping for the term of the agreement. The security amount shall be equal to \$2.50 per square foot of the landscaped area or equal to the actual labor and material installation cost of all on-site landscaping and irrigation.
10. Prior to issuance of a building permit, the construction documents shall comply with California Building Standards Commission (Cal Green Code Emergency Standards; Title 24, Part 11) regarding landscaping and irrigation water efficiency, to the satisfaction of the Utilities Director.
11. Prior to the issuance of a building permit, the developer shall comply with all applicable Stormwater Quality Regulations, to the satisfaction of the Water Resources Division in the Utilities Department.
12. Prior to the issuance of a building permit, the Developer shall submit plans showing a 20' wide emergency access from MacArthur Drive designed with grasscrete or equivalent drivable landscape service, to the satisfaction of the Development Services Director and the South County Fire Authority.
13. Prior to the issuance of a building permit, the applicant shall submit detailed plans that demonstrate a minimum of one foot candle throughout the parking area as defined in TMC Section 10.08.3450.
14. Prior to final inspection or certificate of occupancy, all exterior and parking area lighting shall be directed downward or shielded, to prevent glare or spray of light into the public rights-of-way and onto any adjacent private property, to the satisfaction of the Development Services Director.
15. Prior to issuance of a building permit, the Developer shall submit construction documents, plans, specifications, and/or calculations to the Building Safety Division, which meet all applicable requirements of Title 24 California Code of Regulations, to the satisfaction of the Chief Building Official.
16. Prior to issuance of a building permit, the Developer shall submit plans that clearly depict an accessible route per California Building Code (CBC) 11B-206.2.2 from each building to the trash enclosure and all facilities on-site, to the satisfaction of the Chief Building Official.
17. Prior to issuance of a building permit, the Developer shall conform with all requirements of the California Fire Code as amended by the Tracy Municipal Code, to the satisfaction of the South County Fire Authority.

18. Prior to issuance of a building permit, the Developer shall submit detailed plans that demonstrate a 7 foot tall masonry wall to be installed along southern and eastern property boundaries, to the satisfaction of the Development Services Director.
19. Prior to final inspection or certificate of occupancy, the applicant shall remove the existing chain-link fence, to the satisfaction of the Development Services Director.
20. Prior to final inspection or certificate of occupancy, no roof mounted equipment, including, but not limited to, HVAC units, vents, fans, antennas, sky lights and dishes, whether proposed as part of this application, potential future equipment, or any portion thereof, shall be visible from any public right-of-way to the satisfaction of the Development Services Director. Plans to demonstrate such compliance shall be submitted to the City prior to the issuance of a building permit.
21. Prior to the issuance of a building permit, the developer shall submit plans demonstrating that the trash enclosure shall be a masonry enclosure at a minimum height of seven feet, exterior materials and colors to match the proposed building, solid metal doors painted to match the proposed building colors, a roof designed with complementary materials and design, and a concrete apron in front of the enclosure where the dumpsters, loading/transport equipment, or vehicles will maneuver, to the satisfaction of the Development Services Director.
22. Prior to final inspection or certificate of occupancy, all PG&E transformers, phone company boxes, Fire Department connections, backflow preventers, irrigation controllers, and other on-site utilities, shall be vaulted or screened from view from any public right-of-way, behind structures or landscaping, to the satisfaction of the Development Services Director.
23. Prior to final inspection or certificate of occupancy, all vents, gutters, downspouts, flashing, electrical conduits, etc. shall be painted to match the adjacent building surface or otherwise designed in harmony with the building exterior, to the satisfaction of the Development Services Director.
24. Prior to final inspection or certificate of occupancy, the enhanced vapor recovery tank shall be demonstrated to be underground and any visible components painted to match adjacent building surfaces, to the satisfaction of the Development Services Director.
25. No signs are approved as a part of this development application. Approval of a separate sign permit application by the Development Services Department is necessary prior to the installation of any signs.
26. Outdoor vending machines such as newspaper racks or beverage dispensing machines are not permitted.
27. Prior to issuance of a building or grading permit, the developer shall demonstrate compliance with the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and the Incidental Take Minimization Measures prepared by San

Joaquin Council of Government (SJCOG), to the satisfaction of the Development Services Director.

28. Prior to issuance of a building permit, the Developer shall comply with all applicable requirements of the San Joaquin Valley Air Pollution Control District (APCD), including District Rule 9510, Regulation VIII, and payment of all applicable fees, to the satisfaction of the APCD.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable sections of approved documents and/or recommendations of the technical analyses/reports prepared for the Project listed as follows:

1) NONE

C.2. RESERVED

C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer. The City will not accept a Grading Permit application for the Project until Developer provides all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all requirements set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

- C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading and Drainage Plans shall be prepared in accordance with the City's Subdivision Ordinance (TMC Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.
- C.4.6 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick polyester film (mylar). These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by the Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Improvement Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.
- C.4.7 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the

ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

- C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.
- C.4.10 Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless a California licensed geotechnical engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

- C.4.11 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).
- C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).
- C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.
- C.4.14 Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans. Exempt from this condition are high voltage power lines, if any. Referenced and incorporated herein are Title 11 and Title 12 of the Tracy Municipal Code.
- C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any potential archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan Environmental Impact Report; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.
- C.5. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer. The City will not start writing any improvement agreement or schedule any improvement agreement to be approved by City Council for the Project until the Developer provides all documents related to said improvements required by the

applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.5.1. Off-site and/or Public Infrastructure Improvement Plans prepared on a 24-inch x 36-inch size 4-millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

- C.5.1.a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.
- C.5.1.b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.
- C.5.1.c. A PDF copy of the Project's Geotechnical/Soils Report, prepared or signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to street pavement thickness, materials, compaction and other pertinent information.
- C.5.1.d. Storm Water - The Project's on-site storm water drainage connection to the City's storm water system shall be approved by the City Engineer. Drainage calculations for the sizing of the on-site storm drainage system. Improvement Plans to be submitted with the hydrology and storm water.

Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public right-of-way with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least

0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading and Drainage Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments.

Developer shall construct a storm water quality treatment basin.

Developer and its heirs (i.e. apartment complex owner) shall be responsible for repairing and maintaining the on-site storm water system and treatment basin at the Developer's (and heirs') sole cost and expense.

C.5.1.e. Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection. Developer shall also construct the recommended mitigations from the sanitary sewer technical memorandum.

C.5.1.g. Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.

Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall

submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be approved by the City Engineer.

After improvement acceptance, repair and maintenance of the water service from the water meter to the point of connection with the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).

Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer or the individual lot owner(s).

All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.

Fire Service Line – Location and construction details of fire service line including fire hydrant(s) that are to serve the Project shall be approved by the Fire Marshal. Prior to the approval of the Improvement Plans by the City Engineer, the Developer shall obtain written approval from the Fire Marshal, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed or planned to serve the Project.

- C.5.1.h. Streets – Developer shall construct their frontage improvements. Frontage improvements include but are not limited to the following: curb, gutter, sidewalk, street widening, landscaping, street lighting, undergrounding of overhead utilities and other improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Standards including the City's Facilities Master Plan for storm drainage, roadways, wastewater,

and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City.

All proposed public street widths and cross sections shall conform to the 2012 Transportation Master Plan (TMP).

Eleventh Street

Developer will construct the new commercial driveways per Standard Detail 133. Developer shall dedicate a ten (10) feet wide Public Utility Easement on all public streets if the easement is not present.

MacArthur Drive

Developer shall install a decorative pedestrian railing/barrier and sidewalk along the parcel's MacArthur Drive frontage. Developer shall dedicate enough land so that the sidewalk and railing/barrier are in the City's right-of-way. Said dedication will be made prior to temporary or final occupancy. Developer shall dedicate a ten (10) feet wide Public Utility Easement on all public streets if the easement is not present.

Developer shall construct driveways that conform to Section 3.09(F) of the 2008 Design Standards. Driveways shall have one and half (1.5) feet of full-height (i.e. six (6) inches) of vertical curb from the driveway's edge. Driveways shall be fire truck accessible to the satisfaction of the City Engineer.

Developer shall use existing utility stubs. If the stubs are not present or unusable or additional utility connections are required, the pavement restoration shall conform to C.8.1 of these Conditions.

On Eleventh Street, Developer shall landscape and irrigate the existing area as per current adopted City landscape standards. Landscape and irrigation plans shall be prepared on a 24-inch x 36-inch size 4-millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect. Developer can either protect-in-place the existing sidewalk and repair any cracked, settled, and/or damaged sidewalk or remove and replace the sidewalk so long as the replacement sidewalk is similar to the current sidewalk, i.e. similar width, meanders, etc. Developer shall also install street trees in the landscaped area between the existing meandering sidewalk and the curb and gutter. On the opposite side of the sidewalk, Developer shall install additional street trees, shrubs, ground cover, and other landscaping as required. The

landscaping and irrigation shall conform to MWELo standards. If recommended, Developer shall use structural soil if the street trees' well is narrower than five (5) feet wide. Developer shall also remove existing sign monument and its appurtenances, and any other existing items such as bollards, mailboxes, etc.

C.5.2. Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the twenty-four (24) feet wide to forty-six (46) feet wide [the width varies] PUE to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s). If necessary, the Developer shall dedicate twenty-two (22) feet wide PUE for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s) in the future.

C.5.3. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans. The cost estimate shall show the cost of designing the public improvements.

Payment of applicable fees required by these Conditions of Approval and City Regulations, including but not limited to, plan checking, grading and encroachment permits and agreement processing, construction inspection, and testing fees. The engineering review fees will be calculated based on the fee rate adopted by the City Council on September 2, 2014, per Resolution 2014-141 and on May 16, 2017, per Resolution 2017-098. Developer shall submit payment in the form of a check for the aforementioned fees.

C.5.5. Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

C.5.6. No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

C.5.7. If at any point during utility installation, or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any potential archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan Environmental Impact Report; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5.8 On-site Private Improvements - Prior to the Developer commencing construction of on-site, in-tract public and private improvements, Developer shall possess a fully executed Grading Permit. Developer shall also complete all of the following requirements to the satisfaction of the City Engineer:

Developer has received City signed improvement plans.

Developer has paid all required processing fees including plan check and inspection fees.

C.5.9 Off-site Public Improvements - Prior to the Developer commencing construction of off-site public improvements, Developer shall possess a fully executed Off-site Improvement Agreement (OIA). Developer shall also complete all of the following requirements to the satisfaction of the City Engineer:

Developer has received City signed improvement plans.

Developer has paid all required processing fees including plan check and inspection fees.

Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.6. Building Permit

No building permit within the Project boundaries will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.6.1 Developer has completed all requirements set forth in Condition C.1, through C.5, above.

C.6.2 Developer pays the applicable development impact fees as required in the TMC, these Conditions of Approval, and City Regulations.

C.7 Acceptance of Public Improvements

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

C.7.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.7.2 Developer submitted the Storm Water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.7.3 Developer has satisfactorily completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.7.4 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City, at its sole discretion, temporarily release the original mylars of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As-Built" configuration of all improvements. Developer shall also provide the Project's CADD files to the City.

C.7.5 Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.7.6 Developer has completed the ninety (90) day public landscaping maintenance period.

- C.7.7 Per Section 21107.5/21107.6 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet.
- C.7.8 Release of Security – Release of improvement security shall be in accordance with the requirements of Title 12 of the TMC. Monumentation Bond will be released to the Developer after City Council's acceptance of the public improvements and if the Developer meets the terms set in Section 66497(c) of the Subdivision Map Act. All survey monuments shown on the Final Map must be installed. Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.8 Special Conditions

- C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2008 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction. Any damage to existing traffic signal detection loops as a result of the Asphalt Concrete grind shall be repaired and/or replaced at the expense of the Developer.
- C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

- C.8.3 If water is required for the project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.
- C.8.4 Developer shall obtain an account for the water service to the Project and register the water meter with the Finance Department. Developer shall prepare and submit a map depicting the location of the water meter on a 8.5-inch X 11-inch sheet to Finance Department.
- C.8.5 Project Entrance: As stipulated by Section 5.17 of the 2008 Design Standards, a PCC valley gutter is prohibited in the City's right-of-way.

EXHIBIT C – Authorized Representative

Ghai Management Services, Inc.
Attn: Sunny Ghai
25 E. Airway Blvd.
Livermore, CA 94551
Phone: 510-573-5905

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION 2022-_____

**APPROVING THE OFFSITE IMPROVEMENT AGREEMENT FOR MACARTHUR
RETAIL CENTER BETWEEN CITY AND WINTERS GATEWAY, INC. FOR
ROADWAY IMPROVEMENTS, UTILITY CONNECTIONS, AND OVERHEAD
UTILITY UNDERGROUNDING IMPROVEMENTS IN CONNECTION WITH
APPLICATIONS D19-0012 AND G21-0008**

WHEREAS, the Development Review Application (D19-0012), approved by the Development Services Director on January 13, 2020, requires construction of roadway, utility connections, and overhead utility undergrounding improvements on the frontages of the Project along Eleventh Street and MacArthur Drive; and

WHEREAS, the Developer has executed the OIA and has posted the required securities to guarantee completion of the improvements; and

WHEREAS, upon completion of all improvements, the City will accept the improvements and accept all offers of dedication of public right-of-way and other public parcels; and

WHEREAS, there will be no fiscal impact associated with this action. The Developer will pay for roadway improvements and utility improvements and for the cost of inspection and processing the agreement; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement for MacArthur Retail Center between City and Winters Gateway, Inc. for roadway improvements, utility connections and overhead utility undergrounding improvements in connection with applications D19-0012 and G21-0008.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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.O

RECOMMENDATION

Staff recommends that the City Council, for the Valpico Glenbriar Apartment Project located at Valpico Road and MacArthur Drive (Apartments Project):

(1) Waive the second reading and adopt an Ordinance: (A) Adopting a Negative Declaration for the expansion of the Apartments Project parking lot to include a portion of the rear yard of the property located at 2625 S. Macarthur Drive (Parking Site) in accordance with the California Environmental Quality Act (CEQA); (B) Approving a General Plan Amendment redesignating the Parking Site from Commercial to Residential High (GPA22-0003); (C) Amending the Zone District of the Parking Site from Community Shopping Center to High Density Residential (R22-0002); (D) Approving a Development Review Permit expanding the Valpico Glenbriar Apartment Parking Lot to include a portion of the rear yard at 2625 S. MacArthur Drive (D22-0013); and

(2) Adopt a Resolution (A) Determining the addition of a perimeter fence/gate to the Valpico Glenbriar Apartments Project located at 351 E. Valpico Road (Application Number D22-0005) is exempt from CEQA pursuant to CEQA Guidelines Section 15303(e), and (B) Approving a Development Review Permit for the addition of a perimeter fence and gates to the Apartments Project site.

EXECUTIVE SUMMARY

The owner of the Valpico Glenbriar (The Vela) Apartments is requesting City approval to construct a perimeter fence (with pedestrian and vehicle gates) around the apartment complex and expand the parking area of the apartment complex by approximately 13,440 square feet, to construct 25 additional off-street parking spaces (Project). The Planning Commission conducted a public hearing to review the Project on September 28, 2022. Following discussion, on a vote of 5-0, the Planning Commission recommended that the City Council adopt the Ordinance approving the Apartments Project's parking lot expansion and related General Plan Amendment and Rezoning. Conversely, on a vote of 3-2, the Planning Commission recommended the City Council deny the Development Review Permit for the fence/gates proposal by not adopting the related Resolution.

The City Council conducted a public hearing on November 15, 2022. Following discussion, the City Council waived the reading and introduced the Ordinance and based on the information received by the staff and the Project applicant at the hearing and its own analysis, directed staff to return with a Resolution, with requisite findings, approving the Development Review Permit for the fence/gates proposal.

BACKGROUND

The City Council approved the 264-unit Valpico Glenbriar Apartments Project (now called The Vela Apartments) through Development Review Permit (D19-0018), on October 1, 2019 (Resolution No. 2019-195). The approximately 11 and one-half-acre site is located on the north side of Valpico Road at Glenbriar Drive, just west of and sharing a driveway with the former Rite Aid store at the northwest corner of Valpico Road and MacArthur Drive (Apartments Site).

Shortly after construction of the apartments began, the original developer, Katerra, sold the Apartments Project to Guardian Capital. Guardian Capital continued construction and is now nearing completion of this project. Guardian Capital represents they intend to maintain ownership and operation of the Apartments Project for the foreseeable future.

ANALYSIS

This new Project includes two components, each with its own Development Review Permit application: (1) expansion of the apartment's parking area, and (2) construction of a fence with gates around the perimeter of the Apartments Site. Each of the two Development Review Permit applications was submitted separately, but they are combined in this report because they each effectively become amendments to the City Council's approval of the Valpico Glenbriar Apartments Project on October 1, 2019. After acquiring the Apartments Project, Guardian Capital presented these two proposed changes from Katerra's original proposal.

Parking Lot Expansion

The Valpico Glenbriar Apartments Project was approved with 417 off-street parking spaces, approximately 1.58 parking spaces per unit. The number of spaces meets City parking requirements. However, Guardian Capital secured an interest in approximately 13,440 square feet (just under one-third of an acre) of vacant property adjacent to the east side of the Site in order to develop additional off-street parking spaces. Guardian Capital indicates they wish to increase the number of off-street parking spaces as part of the amenities for tenants. A higher number of off-street parking spaces will help ensure sufficient on-site spaces are available during peak parking demand times. It could also result in some tenants being able to park closer to their own apartment units if demand for parking spaces is higher in some portions of the complex than other areas.

The parking lot expansion area (Parking Site) includes a portion of the rear yard of the adjacent house at 2625 S. MacArthur Drive.

The parking lot expansion requires three actions to be considered and approved by the City Council:

- (1) an amendment to the General Plan designation of the Parking Site from Commercial to Residential High; and
- (2) a zoning map amendment of the Parking Site from Community Shopping Center to High Density Residential; and
- (3) a Development Review Permit.

Perimeter Fence and Gates

This Project's second component is a proposal to enclose the entire Valpico Glenbriar Apartments Site with a perimeter fence with gates for vehicles and pedestrians. Guardian Capital represents the fence and gates will add a sense of security for the tenants and property owner and have a positive effect on the marketability of the apartments.

Some potential concerns related to fences and gates around residential developments relate to appearance of the fence(s), height, materials, emergency vehicle access, and stacking

distances at vehicle entrances. The Project applicant addressed each of these concerns by the proposed location and design of the fences and gates, as follows:

- (1) the height of the fence along the east, west, and north (west of Glenbriar Drive) property lines is six feet (instead of a taller height that could attract more attention);
- (2) the fence height along the Valpico Road frontage is a more discreet, five-foot height;
- (3) the fence is reasonably setback from the Valpico Road property line to deemphasize its appearance;
- (4) the clubhouse building is 'used as a fence', in that the proposed perimeter fence will extend across the front of the site and connect to two corners of the clubhouse building, without being constructed across the front of the building, allowing the view of the building's architecture to be unobstructed by a new fence;
- (5) the fences and gates will be constructed of decorative tubular steel, allowing free-through passage of vision and light;
- (6) gate openings will be sufficiently wide to provide for emergency vehicle access at driveways and accessibility at pedestrian gates; and
- (7) vehicle gates will be constructed sufficiently deep into the site to provide for generous vehicle stacking (six vehicles or more) at site entrances.

Based on the above modifications proposed by the Project applicant, City staff had recommended the Planning Commission recommend that the City Council approve the fence/gates Development Review Permit based on the conclusion that there is sufficient evidence to support approval of the gates for this Apartments Site. However, as indicated below, the Planning Commission recommended that the City Council deny the Development Review permit for the fence/gates proposal.

Planning Commission Recommendation

The Planning Commission conducted a public hearing to review the Project on September 28, 2022. The Project applicant responded to Planning Commissioners' questions and was the only party to address the Commission during the public hearing.

Following discussion, on a vote of 5-0, the Planning Commission recommended that the City Council approve the Apartments Project's parking lot expansion and related General Plan Amendment and Rezoning (actions which are reflected in the consolidated Ordinance).

Conversely, on a vote of 3-2, the Planning Commission recommended the City Council deny the Development Review Permit for the fence/gates proposal.

FINDINGS

In accordance with TMC Section 10.08.3960, before approving a Development Review Permit, the reviewing body must make written findings that:

- (1) the proposal increases the quality of the project site, and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy; and
- (2) the proposal conforms to the Zoning Regulations (TMC Chapter 10.08), the General Plan, any applicable specific plan, the Design Goals and Standards, any applicable Infrastructure Master Plans, and other City regulations.

The recommended findings for the Development Review Permits are as follow:

1. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy because the number of additional parking spaces will be above and beyond minimum requirements of City regulations to help reduce potential effects of peak parking demand times and potentially allow tenants and guests to park closer to their tenant spaces or building destinations. The design of the proposed fences and gates include black tube steel, with decorative trim on the portion along Valpico Road, to be compatible with the character and quality of the site and vicinity; the modest height, five- and six-foot tall, fences and gates will help deemphasize their presence; the fence and gates are reasonably setback from the Valpico Road property line; the gate openings are sufficiently wide to provide for emergency vehicle access at driveways and accessibility at pedestrian gates; the vehicle gates will be constructed sufficiently deep into the site to provide for generous vehicle stacking at site entrances; and the fences and gates will help provide a sense of security for tenants and the property owner.
2. The proposal conforms to Chapter 10.08, Zoning Regulations, of the Tracy Municipal Code, the City of Tracy General Plan, the Citywide Design Goals and Standards, City Standard Plans, and other City regulations in that it is consistent with the Storm Drainage Technical Memorandum prepared for the project by Wood Rodgers, it is consistent with City Off-Street parking area landscape requirements (Tracy Municipal Code Section 10.08.3560), and is consistent with City of Tracy Standard Plan 141 regarding parking space and drive aisle dimension requirements.

FISCAL IMPACT

This agenda item does not request any expenditure of funds. The applicant paid the application processing fees established by the City Council and entered into a cost recovery agreement to pay for the City's storm drain and CEQA consultants. The applicant will pay applicable grading, building and other construction permit fees upon commencement of project improvements.

PUBLIC OUTREACH / INTEREST

The California Environmental Quality Act (CEQA) Notice of Intent to Adopt a Negative Declaration and notice for the Planning Commission September 28, 2022, and City Council November 15, 2022 public hearings were published in the local newspaper, mailed to owners of property within over 300 feet of the project site, posted to the City web site, and at the Tracy Branch Library in accordance with public hearing notice requirements. The CEQA Notice of Intent to Adopt a Negative Declaration was also posted with the County Clerk in accordance with CEQA noticing requirements.

COORDINATION

Upon development application submittal to the City, the application was routed to the normal reviewers of development applications: City departments, South San Joaquin County Fire Authority, PG&E, Tracy Delta Solid Waste Management, Air Pollution Control District, AT&T,

Comcast, Tracy Unified School District, and San Joaquin Council of Governments. The primary interaction and coordination for this Project occurred after review and comments from the South San Joaquin County Fire Authority, the City Building Division, the City Engineering Division, and the City Police Department. The developer's plans were revised from the original submittal and conditions of approval were developed in response to coordination with City departments and outside agencies. Project coordination was organized by the Development Services Department Planning Division.

CEQA DETERMINATION

The City's environmental consultant, De Novo Planning Group, prepared an Initial Study in accordance with the California Environmental Quality Act (CEQA). Substantial supporting evidence contained in the Initial Study demonstrates the Project will not have a significant effect on the environment. Therefore, in accordance with CEQA Guidelines Section 15074, a Negative Declaration is proposed for adoption for the parking lot expansion. The perimeter fence/gate proposal is exempt from CEQA review pursuant to CEQA Guidelines Section 15303(e) which pertains to new construction of small or accessory structures such as fences and gates.

STRATEGIC PLAN

This is a routine development application that does not directly relate to the City Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

1) Waive the second reading and adopt an Ordinance: (A) Adopting a Negative Declaration for the expansion of the Apartments Project parking lot to include a portion of the rear yard of the property located at 2625 S. MacArthur Drive (Parking Site) in accordance with the California Environmental Quality Act (CEQA); (B) Approving a General Plan Amendment redesignating the Parking Site from Commercial to Residential High (GPA22-0003); (C) Amending the Zone District of the Parking Site from Community Shopping Center to High Density Residential (R22-0002); (D) Approving a Development Review Permit expanding the Valpico Glenbriar Apartment Parking Lot to include a portion of the rear yard at 2625 S. MacArthur Drive (D22-0013); and

(2) Adopt a Resolution (A) Determining the addition of a perimeter fence/gate to the Valpico Glenbriar Apartments Project located at 351 E. Valpico Road (Application Number D22-0005) is exempt from CEQA pursuant to CEQA Guidelines Section 15303(e), and (B) Approving a Development Review Permit for the addition of a perimeter fence and gates to the Apartments Project site.

Prepared by: Alan Bell, Senior Planner

Reviewed by: Bill Dean, Assistant Director of Development Services
Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

APPROVED AS TO FORM AND
LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

FOR THE VALPICO GLENBRIAR APARTMENT PROJECT LOCATED AT VALPICO ROAD AND MACARTHUR DRIVE (APARTMENTS PROJECT):

(A) ADOPTING A NEGATIVE DECLARATION FOR THE EXPANSION OF THE APARTMENTS PROJECT PARKING LOT TO INCLUDE A PORTION OF THE REAR YARD OF THE PROPERTY LOCATED AT 2625 S. MACARTHUR DRIVE (PARKING SITE) IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

(B) APPROVING A GENERAL PLAN AMENDMENT REDESIGNATING THE PARKING SITE FROM COMMERCIAL TO RESIDENTIAL HIGH (GPA22-0003);

(C) AMENDING THE ZONE DISTRICT OF THE PARKING SITE FROM COMMUNITY SHOPPING CENTER TO HIGH DENSITY RESIDENTIAL (R22-0002); AND

(D) APPROVING A DEVELOPMENT REVIEW PERMIT EXPANDING THE APARTMENTS PROJECT PARKING LOT TO INCLUDE A PORTION OF THE REAR YARD LOCATED AT 2625 S. MACARTHUR DRIVE (D22-0013)

WHEREAS, The 264-unit Valpico Glenbriar Apartments Project was approved by the City Council on October 1, 2019, Resolution Number 2019-195; and

WHEREAS, During construction, the Apartments Project was sold from the original developer (Katerra) to Guardian Capital, which intends to complete construction, own, and manage the project; and

WHEREAS, The Apartments Project was approved with 417 off-street parking spaces, which is consistent with City standards; and

WHEREAS, Guardian Capital wishes to provide additional off-street parking spaces for tenants and guests beyond the existing number of parking spaces; and

WHEREAS, Guardian Capital has acquired an interest in approximately 13,440 square feet of adjacent property on which to develop additional parking; and

WHEREAS, Guardian Capital submitted a Development Review Permit (Application Number D22-0013) to develop the adjacent property as additional parking, connected to the existing Apartments Project site; and

WHEREAS, The Apartments Site has a General Plan designation of Residential High and is zoned High Density Residential, and

WHEREAS, The adjacent property (Parking Site), on which the parking lot will be expanded, has a General Plan designation of Commercial and is zoned Community Shopping Center; and

WHEREAS, Guardian Capital has requested the General Plan and zoning designations of the Parking Site be amended from Commercial and Community Shopping Center, respectively, to Residential High and High Density Residential, respectively, in order to be consistent with the General Plan and zoning designations of the Apartments Project site; and

WHEREAS, The Planning Commission conducted a public hearing on September 28, 2022, and considered the Initial Study/Negative Declaration dated September 2022 and prepared in accordance with the California Environmental Quality Act (CEQA) (attached as Exhibit 5) for the parking lot expansion project, finding no significant effect on the environment, and recommended that the City Council adopt it; and

WHEREAS, At the public hearing, the Planning Commission also reviewed and considered the proposed Development Review Permit for the parking expansion and recommended its approval, subject to the conditions of approval set forth in Exhibit 4; and

NOW THEREFORE BE IT RESOLVED:

SECTION 1. Incorporation of Recitals/Findings. The City Council of the City of Tracy hereby finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. CEQA Negative Declaration. The City Council, based on its independent judgment and analysis, has reviewed and considered the proposed project and has determined, based on the whole record before it, including the Initial Study/Negative Declaration set forth in Exhibit 5 and comments received, that there is no substantial evidence that the parking lot expansion project will have a significant effect on the environment and hereby adopts the Initial Study/Negative Declaration, as full satisfaction of the requirements under CEQA for the Apartments Project parking lot expansion.

SECTION 3. General Plan Amendment. The City Council hereby approves the General Plan map amendment from Commercial to Residential High for the approximately 13,440 square foot Parking Site as indicated in Exhibit 2.

SECTION 4. Zoning Map Amendment. The City Council approves the Zoning Map amendment from Community Shopping Center to High Density Residential for the approximately 13,440 square foot Parking Site as indicated in Exhibit 3.

SECTION 5. Development Review Permit. The City Council approves the Development Review Permit for the Valpico Glenbriar Apartments parking lot expansion based on the findings contained in Exhibit 1 and subject to the Conditions of Approval set forth in Exhibit 4.

SECTION 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall be affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

SECTION 7. Effective Date. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 8. Publication. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 9. Codification. This Ordinance shall not be codified in the Tracy Municipal Code.

The foregoing Ordinance 2022-_____ was introduced at a regular meeting of the Tracy City Council on the 15th day of November 2022, and finally adopted on the ___ day of _____, 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

Date of Attestation: _____

- Exhibit 1 – Project Findings
- Exhibit 2 – Proposed General Plan Designation
- Exhibit 3 – Proposed Zoning District
- Exhibit 4 – Project Conditions of Approval
- Exhibit 5 – Project Negative Declaration

Tracy City Council Findings for Ordinance No. _____

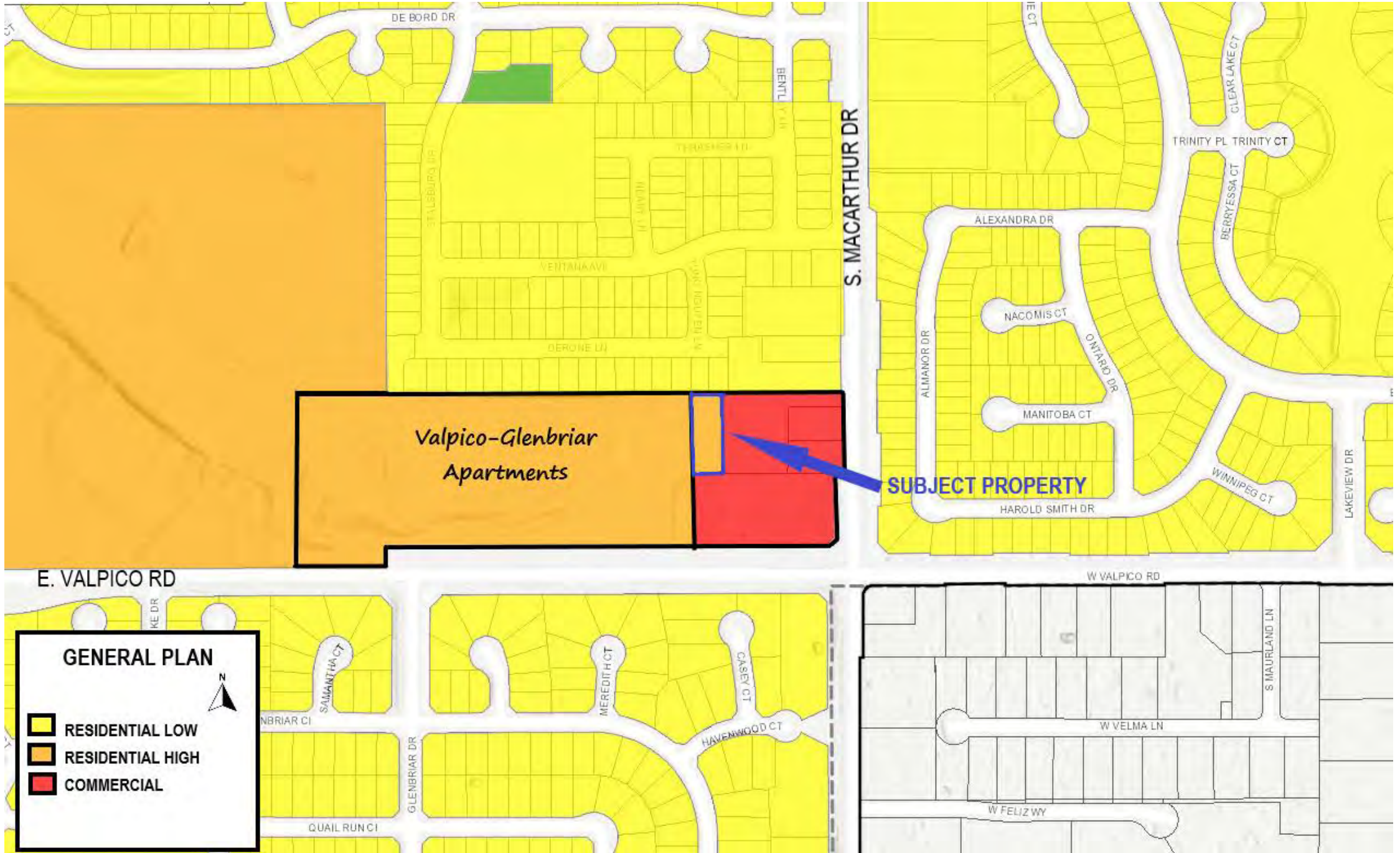
The City Council findings related to adopting the CEQA Negative Declaration for the Valpico Glenbriar Parking Lot Expansion Project General Plan Map Amendment, Zoning Map Amendment, and Development Review Permit:

City of Tracy has reviewed and considered the proposed project and has determined, based on the whole record before it, including the Initial Study and comments received, there is no substantial evidence that the project will have a significant effect on the environment, with substantial supporting evidence provided in the Initial Study, prepared by De Novo Planning Group, dated September 2022;

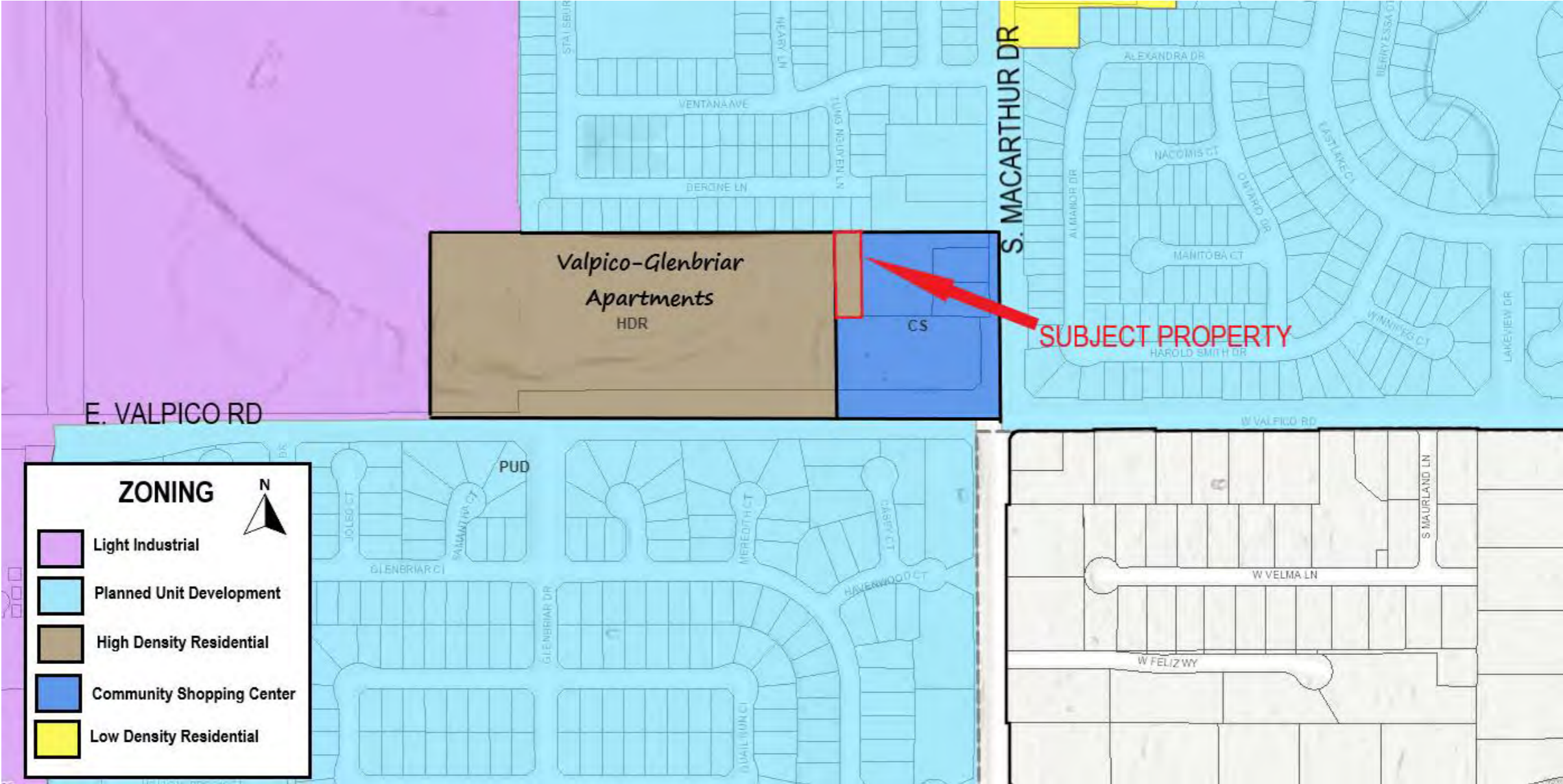
The City Council findings related to approving the Development Review Permit for the Valpico Glenbriar Parking Lot Expansion Project, Application Numbers D22-0013, are as follow:

1. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy because the number of additional parking spaces will be above and beyond minimum requirements of City regulations to help reduce potential effects of peak parking demand times and potentially allow tenants and guests to park closer to their tenant spaces or building destinations.
2. The proposal conforms to Chapter 10.08, Zoning Regulations, of the Tracy Municipal Code, the City of Tracy General Plan, the Citywide Design Goals and Standards, City Standard Plans, and other City regulations in that it is consistent with the Storm Drainage Technical Memorandum prepared for the project by Wood Rodgers, is consistent with the City Storm Drainage Master Plan, it is consistent with City Off-Street parking area landscape requirements (Tracy Municipal Code Section 10.08.3560), and is consistent with City of Tracy Standard Plan 141 regarding parking space and drive aisle dimension requirements.

PROPOSED GENERAL PLAN



PROPOSED ZONING



City of Tracy
Conditions of Approval
City Council – December 6, 2022
Valpico Glenbriar Apartments Parking Lot Expansion and Fence/Gates Project
Application Numbers D22-0013 and D22-0005

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Valpico Glenbriar Apartments Parking Lot Expansion and Perimeter Fence/Gate Project, Development Review Permit Application Numbers and D22-0013 and D22-0005.

The Property: The fence and gates will be built around the entire 11.63-acre Valpico Glenbriar Apartment site, 351 E. Valpico Road (Assessor's Parcel Number 246-140-23) that does not previously have a wood fence; and the parking lot expansion occurs on approximately 13,440 square feet of the current, vacant back yard of the single-family home at 2625 S. MacArthur Drive (Assessor's Parcel Number 246-140-08).

A.2. Definitions.

- a. "Applicant" means any person, or other legal entity, applying for a Development Review Permit.
- b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.
- c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
- d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
- e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project located at the Property. The Conditions of Approval shall specifically include all conditions set forth herein.
- f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

- g. "Police Chief" means the Chief of Police of the City of Tracy, or any other person designated by the City Manager or the Police Chief to perform duties set forth herein.
- A.3. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.
- A.4. Compliance with laws. The Developer shall comply with all federal, state and local laws, as amended from time to time, related to the development of real property within the Project, including, but not limited to:
- the Planning and Zoning Law (Government Code sections 65000, et seq.)
 - the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
 - the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- A.5. Compliance with applicable regulations. Unless specifically modified by these Conditions of Approval, the use shall comply with all City Regulations.
- A.6. Prior to construction, the applicant shall submit construction documents which meet the requirements of the California Building and Fire Codes and the Tracy Municipal Code to the City of Tracy and the South San Joaquin County Fire Authority for review, approval and inspections.

B. Project Conditions of Approval

- B.1. Prior to final inspection or occupancy, the project shall be established in substantial compliance with the plans (Sheets L1 thru L4 by Ripley Design Group and Sheet 1 of "Valpico Apartments Expanded Parking Area" plans by MacKay and Soms) received by the Development Services Department on September 13, 2022 to the satisfaction of the Development Services Director, including but not limited to the location of the fence and gates, five-foot height along the Valpico Road frontage, six-foot height elsewhere, and decorative metal design.
- B.2. Prior to final inspection or occupancy, the expanded parking area shall be designed and constructed in compliance with City Regulations for landscape requirements for parking areas (Tracy Municipal Code Section 10.08.3560) and City Standard Plan 141.
- B.3. Prior to installation of the gates or issuance of a building permit, applicant shall submit construction documents, plans, specifications and/or calculations to the Building Safety Division, which meet all requirements of Title 24 California Code of Regulations and City of Tracy Municipal Codes, as applicable. The plans shall include, and not be limited to, an egress analysis of all of the doors in case of an emergency to ensure that the proper amount of exit width is provided, in accordance with California Building Code Chapter 10. Note that additional doors or gates may be required.
- B.4. Prior to final inspection or occupancy, plans shall be submitted and all improvements shall be constructed in accordance with City and South San Joaquin County Fire

Authority standards, demonstrating that all vehicle access gates meet the current California Fire Code 503.2.1 regarding unobstructed access width of not less than 20 feet to the satisfaction of the Fire Marshal.

- B.5. Prior to final inspection or occupancy, plans shall be submitted and all improvements shall be constructed in accordance with City and South San Joaquin County Fire Authority standards regarding emergency vehicle access, demonstrating compliance with California Fire Code Section 503.6 and the Tracy Municipal Code to the satisfaction of the Fire Marshal; and providing Police Department access to the satisfaction of the Police Chief.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable sections of approved documents and/or recommendations of the technical analyses/reports prepared for the Project listed as follows:

- 1) Storm Water Drainage Technical Memorandum by Wood Rodgers dated July 20, 2022

C.2. RESERVED

C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer. Prior to release of a Grading Permit, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.4.1 Developer has completed all requirements set forth in this section.

C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.

C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the Project's limits.

C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a

copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

- C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading and Drainage Plans shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code (TMC) Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.
- C.4.6 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick polyester film (mylar). These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by the Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Improvement Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.
- C.4.7 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid

by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

- C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.
- C.4.10 Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless a California licensed geotechnical engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

- C.4.11 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).
- C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).
- C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.
- C.4.14 If the Project contains overhead utilities, the Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans.
- C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.5. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

- C.5.1 Developer has completed all requirements set forth in Condition C.1, through C.4, above.
- C.5.2 Developer pays the applicable development impact fees as required in the TMC, these Conditions of Approval, and City Regulations.

C.5.2.a. Water. The Developer shall pay the water impact fees prior to pulling the first building permit for the Project.

C.5.2.b. Wastewater. The Developer shall pay the wastewater treatment capacity development Impact fees prior to pulling the first building permit for the Project.

C.5.3 Developer has completed all requirements set forth in Condition C.8

C.5.4 Prior to the release of any Building Permit, all construction activity will require a fully executed and recorded Deferred Improvement Agreement.

C.6 Acceptance of Glenbriar Drive Right-of-Way

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

C.6.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.

C.6.2 Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.

C.6.3 Developer has satisfactorily completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).

C.6.4 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City, at its sole discretion, temporarily release the original mylars of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As-Built" configuration of all improvements.

C.6.5 Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to this Project and Developer's enclosure of the Glenbriar Drive right-of-way. Repairs shall be depicted on City approved improvement plans referenced in C.7 below.

C.6.6 Developer has completed the ninety (90) day public landscaping maintenance period.

- C.6.7 Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet.
- C.6.8 Survey Monuments – Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.7. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer. Prior to the consideration of City Council's approval of said improvement agreement, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.7.1 Improvement Plans for the Restoration of the Glenbriar Drive Right-of-Way shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.7.2 All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.7.3 All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.7.4 A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.7.5(a) Storm Water - The Project's on-site storm water drainage connection to the City's storm water system shall be approved by the City Engineer. Drainage calculations for the sizing of the on-site storm drainage system. Improvement Plans to be submitted with the hydrology and storm water.

C.7.5(b) Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an adjacent public street with a functional storm drainage system and the

existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

- C.7.5(c) As recommended in the Storm Water Drainage Memorandum, the minimum finished floor elevation shall be a minimum of 40.49 feet
- C.7.5(d) The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading and Drainage Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments.
- C.7.5(e) The storm water treatment system shall be located on private property and shall be at least off-set from the right-of-way by one (1) foot.
- C.7.6(a) Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection.
- C.7.6(b) Developer is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plans. The City's responsibility to maintain on the sewer lateral is from the wye/onsite sewer manhole at the right-of-way line/property line/wye fitting to the point of connection with the sewer main.
- C.7.7(a) Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.
- C.7.7(b) Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business

owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

- C.7.7(c) The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be approved by the City Engineer.
- C.7.7(d) After final inspection of the improvements constructed via an encroachment permit, repair and maintenance of the water service from the water meter to the point of connection with the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).
- C.7.7(e) Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer or the individual lot owner(s).
- C.7.7(f) All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.
- C.7.8(a) Streets – The Developer shall construct frontage improvements. Frontage improvements include but are not limited to the following: curb, gutter, sidewalk, street widening, landscaping, street lighting, undergrounding of overhead utilities and other improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Standards including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City.
- C.7.8(b) Valpico Road
The Tracy Transportation Master Plan (TMP) classifies Valpico Road as a four-lane divided arterial which would require a minimum of ninety-seven (97) feet of right of way at ultimate buildout. Prior to the release of the grading permit, the Developer shall dedicate right of way along the Project frontage, excluding the Public Utility Easement (P.U.E.). In addition, the

Developer shall record a ten (10) foot wide P.U.E. immediately behind the new property line.

- C.7.8(c) Developer shall install green bike lane striping on Valpico Road along the project frontage.
- C.7.8(d) Developer shall install audible pedestrian crossing at the existing traffic signal at Glenbriar Drive and Valpico Road.
- C.7.8(e) Developer shall install a barricade at the westerly edge of the proposed sidewalk.
- C.7.8(f) Along the Project frontage, if applicable, Developer shall landscape and irrigate the existing parkways per current adopted City landscape standards. Landscape and irrigation plans shall be prepared on a 24-inch x 36-inch size 4-millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect. Developer can either protect-in-place the existing sidewalk and repair any cracked, settled, and/or damaged sidewalk or remove and replace the sidewalk so long as the replacement sidewalk is similar to the current sidewalk, i.e. similar width, meanders, etc.
- C.7.8(g) Overhead Utilities along Project frontage shall be placed underground.
- C.7.8(h) Street cuts and trenching related to utility installation on Valpico Road shall be subject to Condition C.8.1
- C.7.8(i) Glenbriar Drive
Prior to the release of the grading permit, Developer shall enter into a Deferred Improvement Agreement (DIA) to be recorded against the parcels included in the Project. Said DIA will insure the future public right-of-way associated with Glenbriar Drive is repaired and restored when Glenbriar Drive is open to the public. Developer shall prepare improvements if deemed necessary by the City.
- C.7.8(j) Easterly Vehicle Gate
Prior to the release of the grading permit, Developer shall install directional striping to assist in turn movements.
- C.7.9 Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the twenty-four (24) feet wide to forty-six (46) feet wide [the width varies] PUE to be installed to serve the Project. All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or

proposed utility easement to the building(s). If necessary, the Developer shall dedicate ten (10) feet wide PUE for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s) in the future.

- C.7.10 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans. The cost estimate shall show the cost of designing the public improvements.

Payment of applicable fees required by these Conditions of Approval and City Regulations, including but not limited to, plan checking, grading and encroachment permits and agreement processing, construction inspection, and testing fees. The engineering review fees will be calculated based on the fee rate adopted by the City Council on September 2, 2014, per Resolution 2014-141 and on May 16, 2017, per Resolution 2017-098. Developer shall submit payment in the form of a check for the aforementioned fees.

- C.7.11 Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

- C.7.12 Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

- C.7.13 No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

- C.7.14 If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other

paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.

C.7.15 Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.

C.7.16 Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.8 Special Conditions

C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.

C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

C.8.3 Prior to the release of the Building Permit, if water is required for the Project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

City of Tracy
CEQA Negative Declaration
For Valpico Glenbriar (aka Vela) Apartments Parking Lot Expansion

Project Name: Valpico Glenbriar Apartments Parking Lot Expansion Project

Project Location: The project (expansion of the Valpico Glenbriar Apartments parking lot) site consists of approximately 13,440 square feet (just under 1/3 of an acre) located in the rear yard of the single-family home at 2625 S. MacArthur Drive, Tracy (APN 246-140-08); and the Valpico Glenbriar (Vela) Apartments, currently under construction at 351 E. Valpico Road, Tracy (APN 246-140-23).

Project Proponent: Valpico Tracy Apartments, LLC., represented by Rich Alexander, Guardian Capital.

Project Description: The project includes the construction of approximately 25 additional parking spaces for the Valpico Glenbriar apartment complex. The apartment complex (currently under construction) will enlarge its parking lot by an area of approximately 56 feet by 240 feet to the east into what is currently a portion of the vacant, rear yard of the house at 2625 S. MacArthur Drive. A proposed 880 square-foot maintenance building will also be relocated to the enlarged parking area. The project includes the following development applications: General Plan Amendment from Commercial to Residential High (GPA22-0003), Zoning Map Amendment from Community Shopping Center to High Density Residential (R22-0002), Development Review Permit (D22-0013), and a lot line adjustment (MS22-0003). Final review of the lot line adjustment will be considered separately, in accordance with City standards. The project also includes the construction of a perimeter fence to enclose the apartment complex and new parking area, with vehicle and pedestrian gates at project entries (Development Review Permit Number D22-0005). The fence construction is exempt from CEQA review in accordance with CEQA Guidelines Section 15303(e), new construction of small structures/accessory structures.

CEQA Finding/Determination: The City of Tracy has reviewed and considered the proposed project and has determined that the project will not have a significant effect on the environment, with substantial supporting evidence provided in the Initial Study.

Initial Study: A copy of the Initial Study for the Valpico Glenbriar Apartments Parking Lot Expansion Project, dated September 2022, is attached and a part of this Negative Declaration.

TRACY CITY COUNCIL

RESOLUTION 2022-_____

(1) DETERMINING THE ADDITION OF A PERIMETER FENCE/GATE TO THE VALPICO GLENBRIAR APARTMENTS PROJECT LOCATED AT 351 E. VALPICO ROAD (APPLICATION NUMBER D22-0005) IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15303(E), AND (2) APPROVING A DEVELOPMENT REVIEW PERMIT FOR THE ADDITION OF A PERIMETER FENCE AND GATES TO THE VALPICO GLENBRIAR APARTMENTS PROJECT

WHEREAS, the 264-unit Valpico Glenbriar Apartments Project was approved by the City Council on October 1, 2019, Resolution No. 2019-195; and

WHEREAS, during construction, the project was sold from the original developer (Kattera) to Guardian Capital, which intends to complete construction, own, and manage the project; and

WHEREAS, construction of a fence with gates around the Apartments Project perimeter was not part of the original Project approval and Guardian now wishes to construct a perimeter fence with gates at pedestrian and vehicle access points; and

WHEREAS, Guardian Capital represents the fence and gates will add a sense of security for the tenants and property owner and have a positive effect on the marketability of the apartments; and

WHEREAS, some potential concerns related to fences and gates around residential developments relate to appearance of the fence(s), height, materials, emergency vehicle access, and stacking distances at vehicle entrances; and

WHEREAS, Guardian Capital has made modifications to its original proposal to address the concerns; and

WHEREAS, the perimeter fence/gate proposal is exempt from CEQA pursuant to CEQA Guidelines Section 15303(e) which pertains to new construction of small or accessory structures such as fences; and

WHEREAS, the Planning Commission conducted a public hearing on September 28, 2022 and recommended the City Council deny the Development Review Permit; and

WHEREAS, the City Council conducted a public hearing on November 15, 2022 to consider the Development Review Permit; and

WHEREAS, following discussion and based on the evidence presented at the hearing, the City Council directed staff to return with a Resolution, with requisite findings, approving the Development Review Permit for the fence/gates proposal; and

WHEREAS, based on the direction of the City Council and all of the evidence in the record, staff prepared findings to support the approval of the Development Review Permit, set forth in Exhibit 1; and

WHEREAS, staff recommends that the Development Review Permit be approved with the Conditions of Approval set forth in Exhibit 2; now, therefore, be it

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

RESOLVED: That the City Council, based on its own independent analysis and the evidence before it, finds that the proposed project to add a perimeter fence/gate to the Apartments Project site is exempt from CEQA pursuant to CEQA Guidelines Section 15303(E); and be it further

RESOLVED: That the City Council hereby approves Development Review Permit Application D22-0005 to add a perimeter fence/gate to the Valpico Glenbriar Apartments Project site, based on the findings identified in Exhibit 1, and subject to the Conditions of Approval set forth in Exhibit 2.

* * * * *

The foregoing Resolution 2022-____ was adopted by the Tracy City Council on the 6th day of December 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

Exhibit 1 – City Council Findings for Resolution No. 2022-_____
Exhibit 2 – Project Conditions of Approval

Tracy City Council Findings for Resolution No. _____

The City Council findings related to approving the Development Review Permit for the Valpico Glenbriar Fence/Gates Project, Application Number D22-0005, are as follow:

1. The proposal increases the quality of the project site and enhances the property in a manner that therefore improves the property in relation to the surrounding area and the citizens of Tracy because the design of the proposed fences and gates include black tube steel, with decorative trim on the portion along Valpico Road, to be compatible with the character and quality of the site and vicinity; the modest height, five- and six-foot tall, fences and gates will help deemphasize their presence; the fence and gates are reasonably setback from the Valpico Road property line; the gate openings are sufficiently wide to provide for emergency vehicle access at driveways and accessibility at pedestrian gates; the vehicle gates will be constructed sufficiently deep into the site to provide for generous vehicle stacking at site entrances; and the fences and gates will help provide a sense of security for tenants and the property owner;
2. The City is improving pedestrian and vehicular connectivity in the area by widening Valpico Road (CIP 73190) which fronts the apartment site. Denizens of the apartment site will have increased mobility to access retail and other consumer services because the widening of Valpico Road includes the addition of sidewalks along the entire frontage of Valpico Road to Tracy Boulevard, and the Red Maple Village retail center;
3. Safety and security of the residents of the apartments, especially those residents with pets and small children who would utilize the planned open space features, would be increased by enclosing the site to potential wandering to nearby roadways;
4. The General Plan policies of the City are actively being discussed in terms of needing to be updated because they are more than 10 years old, and budget allocations have been made to begin the General Plan update process in 2023, which would review land use and development policies, including the appropriateness of policies related to gating residential developments; and
5. The inclusion of gates and fencing has been explained by the Tracy Police Department to be an effective environmental design feature to increase safety at apartment sites;
6. The height of the fence along the east, west, and north (west of Glenbriar Drive) property lines is six feet (instead of a taller height that could attract more attention);
7. The fence height along the Valpico Road frontage is a more discreet, five-foot height;
8. The fence is reasonably setback from the Valpico Road property line to deemphasize its appearance;
9. The clubhouse building is 'used as a fence,' in that the proposed perimeter fence will extend across the front of the site and connect to two corners of the clubhouse building, without being constructed across the front of the building, allowing the view of the building's architecture to be unobstructed by a new fence;
10. The fences and gates will be constructed of decorative tubular steel, allowing free-through passage of vision and light.

The proposal conforms to Chapter 10.08, Zoning Regulations, of the Tracy Municipal Code, the Citywide Design Goals and Standards, City Standard Plans, and other City regulations, is consistent with the City Storm Drainage Master Plan, and is consistent with City Off-Street parking area landscape requirements (Tracy Municipal Code Section 10.08.3560).

City of Tracy
Conditions of Approval
City Council – December 6, 2022
Valpico Glenbriar Apartments Parking Lot Expansion and Fence/Gates Project
Application Numbers D22-0013 and D22-0005

A. General Provisions and Definitions.

A.1. General. These Conditions of Approval apply to:

The Project: Valpico Glenbriar Apartments Parking Lot Expansion and Perimeter Fence/Gate Project, Development Review Permit Application Numbers and D22-0013 and D22-0005.

The Property: The fence and gates will be built around the entire 11.63-acre Valpico Glenbriar Apartment site, 351 E. Valpico Road (Assessor's Parcel Number 246-140-23) that does not previously have a wood fence; and the parking lot expansion occurs on approximately 13,440 square feet of the current, vacant back yard of the single-family home at 2625 S. MacArthur Drive (Assessor's Parcel Number 246-140-08).

A.2. Definitions.

- a. "Applicant" means any person, or other legal entity, applying for a Development Review Permit.
- b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed Engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.
- c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
- d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
- e. "Conditions of Approval" shall mean the conditions of approval applicable to the Project located at the Property. The Conditions of Approval shall specifically include all conditions set forth herein.
- f. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.

- g. "Police Chief" means the Chief of Police of the City of Tracy, or any other person designated by the City Manager or the Police Chief to perform duties set forth herein.
- A.3. Payment of applicable fees. The applicant shall pay all applicable fees for the project, including, but not limited to, development impact fees, building permit fees, plan check fees, grading permit fees, encroachment permit fees, inspection fees, school fees, or any other City or other agency fees or deposits that may be applicable to the project.
- A.4. Compliance with laws. The Developer shall comply with all federal, state and local laws, as amended from time to time, related to the development of real property within the Project, including, but not limited to:
- the Planning and Zoning Law (Government Code sections 65000, et seq.)
 - the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and
 - the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
- A.5. Compliance with applicable regulations. Unless specifically modified by these Conditions of Approval, the use shall comply with all City Regulations.
- A.6. Prior to construction, the applicant shall submit construction documents which meet the requirements of the California Building and Fire Codes and the Tracy Municipal Code to the City of Tracy and the South San Joaquin County Fire Authority for review, approval and inspections.

B. Project Conditions of Approval

- B.1. Prior to final inspection or occupancy, the project shall be established in substantial compliance with the plans (Sheets L1 thru L4 by Ripley Design Group and Sheet 1 of "Valpico Apartments Expanded Parking Area" plans by MacKay and Soms) received by the Development Services Department on September 13, 2022 to the satisfaction of the Development Services Director, including but not limited to the location of the fence and gates, five-foot height along the Valpico Road frontage, six-foot height elsewhere, and decorative metal design.
- B.2. Prior to final inspection or occupancy, the expanded parking area shall be designed and constructed in compliance with City Regulations for landscape requirements for parking areas (Tracy Municipal Code Section 10.08.3560) and City Standard Plan 141.
- B.3. Prior to installation of the gates or issuance of a building permit, applicant shall submit construction documents, plans, specifications and/or calculations to the Building Safety Division, which meet all requirements of Title 24 California Code of Regulations and City of Tracy Municipal Codes, as applicable. The plans shall include, and not be limited to, an egress analysis of all of the doors in case of an emergency to ensure that the proper amount of exit width is provided, in accordance with California Building Code Chapter 10. Note that additional doors or gates may be required.

- B.4. Prior to final inspection or occupancy, plans shall be submitted and all improvements shall be constructed in accordance with City and South San Joaquin County Fire Authority standards, demonstrating that all vehicle access gates meet the current California Fire Code 503.2.1 regarding unobstructed access width of not less than 20 feet to the satisfaction of the Fire Marshal.
- B.5. Prior to final inspection or occupancy, plans shall be submitted and all improvements shall be constructed in accordance with City and South San Joaquin County Fire Authority standards regarding emergency vehicle access, demonstrating compliance with California Fire Code Section 503.6 and the Tracy Municipal Code to the satisfaction of the Fire Marshal; and providing Police Department access to the satisfaction of the Police Chief.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable sections of approved documents and/or recommendations of the technical analyses/reports prepared for the Project listed as follows:

- 1) Storm Water Drainage Technical Memorandum by Wood Rodgers dated July 20, 2022

- C.2. RESERVED
- C.3. RESERVED

C.4. Grading Permit

All grading work (on-site and off-site) shall require a Grading Plan. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Geotechnical Engineer. Prior to release of a Grading Permit, Developer shall provide all documents related to said Grading Permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.4.1 Developer has completed all requirements set forth in this section.
- C.4.2 Developer has obtained the approval (i.e. recorded easements for slopes, drainage, utilities, access, parking, etc.) of all other public agencies and/or private entities with jurisdiction over the required public and/or private facilities and/or property. Written permission from affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit.
- C.4.3 Developer has obtained a demolition permit to remove any existing structure located within the Project's limits.
- C.4.4 All existing on-site water well(s), septic system(s), and leech field(s), if any, shall be abandoned or removed in accordance with the City and San Joaquin County

requirements. Developer shall be responsible for all costs associated with the abandonment or removal of the existing well(s), septic system(s), and leech field(s) including the cost of permit(s) and inspection. Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.

- C.4.5 The Improvement Plans for all improvements to serve the Project (on-site and off-site) including the Grading and Drainage Plans shall be prepared in accordance with the City's Subdivision Ordinance (Tracy Municipal Code (TMC) Chapter 12.36), City Design Documents as defined in Title 12 of the TMC, and these Conditions of Approval.
- C.4.6 On-site Grading/Drainage Plans and Improvement Plans shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick polyester film (mylar). These plans shall use the City's Title Block. Improvement Plans shall be prepared under the supervision of, stamped and signed by a Registered Civil Engineer and Registered Geotechnical Engineer. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by the Fire Marshal prior to submitting the mylars to Engineering Division for City Engineer's signature. Erosion control measures shall be implemented in accordance with the Improvement Plans approved by the City Engineer for all grading work. All grading work not completed before October 15 may be subject to additional requirements as applicable. Improvement Plans shall specify all proposed erosion control methods and construction details to be employed and specify materials to be used during and after the construction.
- C.4.7 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.4.8 For Projects on property larger than one (1) acre: Prior to the issuance of the Grading Permit, Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and one (1) hard copy of the Storm Water Pollution Prevention Plan (SWPPP) as submitted in Stormwater Multiple Applications and Reporting Tracker System (SMARTS) along with either a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID) or a copy of the receipt for the NOI. After the completion of the Project, the Developer is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination. Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Developer. Developer shall comply with all the requirements of the SWPPP, applicable Best Management Practices (BMPs) and the Stormwater Post-Construction Standards adopted by the City in 2015 and any subsequent amendment(s).

For Projects on property smaller than one (1) acre: Prior to the issuance of the Grading Permit, the Developer shall submit to the Utilities Department (stephanie.hiestand@cityoftracy.org) one (1) electronic copy and 1 hard copy of the City of Tracy Erosion and Sediment Control Plan (ESCP) for approval. Cost of preparing the ESCP including any annual storm drainage fees shall be paid by the Developer. Developer shall comply with all the requirements of the ESCP, applicable BMPs and the Post-Construction Stormwater Standards adopted by the City in 2015 and any subsequent amendment(s).

- C.4.9 Developer shall provide a PDF copy of the Project's Geotechnical Report signed and stamped by a Registered Geotechnical Engineer. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, compaction recommendations, retaining wall recommendations, if necessary, paving recommendations, paving calculations such as gravel factors, gravel equivalence, etc., slope recommendations, and elevation of the highest observed groundwater level.
- C.4.10 Minor Retaining – Developer shall use reinforced or engineered masonry blocks for retaining soil at property lines when the grade differential among the in-tract lots exceeds twelve (12) inches. Developer will include construction details of these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes among the lots to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical) unless a California licensed geotechnical engineer signs and stamps a geotechnical report letter that supports a steeper slope gradient. Slope easements may be required and will be subject to approval by the City Engineer.

Minor Retaining along Project Perimeter – Developer shall use reinforced or engineered masonry blocks for retaining soil along the Project boundary and adjacent property(s) when the grade differential exceeds 12-inches. Developer will include construction details for these minor retaining walls with the on-site Grading and Drainage Plan. Developer may use slopes to address the grade differential but said slope shall not exceed a slope gradient of 3 (horizontal) to 1 (vertical). Slope easements may be subject to approval by the City Engineer and if adjacent and affected property(s) owner(s) grants said easements.

Slopes are an acceptable option as a substitute to engineered retaining walls, where cuts or fills do not match existing ground or final grade with the adjacent property or public right of way, up to a maximum grade differential of two (2) feet, subject to approval by the City Engineer.

Slope easements will be recorded, prior to the issuance of the Grading Permit. The Developer shall be responsible to obtain and record slope easement(s) on private properties, where it is needed to protect private improvements constructed within and outside the Project, and a copy of the recorded easement document must be provided to the City, prior to the issuance of the Grading Permit.

Walls - Developer shall show proposed retaining walls and masonry walls on the on-site Grading and Drainage Plan. The Developer is required to submit improvement plans, construction details, and structural calculations for retaining walls and masonry walls to Building and Safety. Retaining wall and masonry wall design parameters will be included in the geotechnical report.

- C.4.11 Developer shall provide a copy of the approved Incidental Take Minimization Measures (ITMM) habitat survey [San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)] from San Joaquin Council of Governments (SJCOG).
 - C.4.12 Developer shall provide a copy of the approved Air Impact Assessment (AIA) with an Indirect Source Review (ISR) from San Joaquin Valley Air Pollution Control District (SJVAPCD).
 - C.4.13 Developer shall abandon or remove all existing irrigation structures, channels and pipes, if any, as directed by the City after coordination with the irrigation district, if the facilities are no longer required for irrigation purposes. If irrigation facilities including tile drains, if any, are required to remain to serve existing adjacent agricultural uses, the Developer will design, coordinate and construct required modifications to the facilities to the satisfaction of the affected agency and the City. Written permission from irrigation district or affected owner(s) will be required to be submitted to the City prior to the issuance of the Grading Permit. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Developer.
 - C.4.14 If the Project contains overhead utilities, the Developer shall underground existing overhead utilities such as electric, TV cable, telephone, and others. Each dry utility shall be installed at the location approved by the respective owner(s) of dry utility and the Developer shall coordinate such activities with each utility owner. All costs associated with the undergrounding shall be the sole responsibility of the Developer and no reimbursement will be due from the City. Developer shall submit undergrounding plans.
 - C.4.15 If at any point during grading that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.
- C.5. Building Permit

Prior to the release of a building permit within Project boundaries, the Developer shall demonstrate, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

- C.5.1 Developer has completed all requirements set forth in Condition C.1, through C.4, above.
- C.5.2 Developer pays the applicable development impact fees as required in the TMC, these Conditions of Approval, and City Regulations.
 - C.5.2.a. Water. The Developer shall pay the water impact fees prior to pulling the first building permit for the Project.
 - C.5.2.b. Wastewater. The Developer shall pay the wastewater treatment capacity development Impact fees prior to pulling the first building permit for the Project.
- C.5.3 Developer has completed all requirements set forth in Condition C.8
- C.5.4 Prior to the release of any Building Permit, all construction activity will require a fully executed and recorded Deferred Improvement Agreement.

C.6 Acceptance of Glenbriar Drive Right-of-Way

Prior to the consideration of City Council's acceptance of public improvements, the Developer shall demonstrate to the reasonable satisfaction of the City Engineer, completion of the following:

- C.6.1 Developer has satisfied all the requirements set forth in these Conditions of Approval.
- C.6.2 Developer submitted the Storm water Treatment Facilities Maintenance Agreement (STFMA) to the Utilities Department.
- C.6.3 Developer has satisfactory completed construction of all required/conditioned improvements. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).
- C.6.4 Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City, at its sole discretion, temporarily release the original mylars of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As-Built" configuration of all improvements.
- C.6.5 Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project, if determined by the City Engineer to be in poor condition or damaged by construction activities related to this Project and

Developer's enclosure of the Glenbriar Drive right-of-way. Repairs shall be depicted on City approved improvement plans referenced in C.7 below.

- C.6.6 Developer has completed the ninety (90) day public landscaping maintenance period.
- C.6.7 Per Section 21107.5 of the California Vehicle Code, Developer shall install signs at all entrance(s) of the Project stating that the streets are privately owned and maintained and are not subject to the public traffic regulations or control. Said signs must be conspicuously placed, plainly visible, and legible during daylight hours from a distance of one hundred (100) feet.
- C.6.8 Survey Monuments – Any altered, damaged, or destroyed survey monuments and/or benchmarks shall be re-established. Developer shall submit centerline tie sheets or a record of survey for the following: new public streets; re-established survey monuments, and/or benchmarks. If the Developer destroyed, altered, and/or reconstructed any existing curb returns, Developer shall also submit corner records. Any survey document will be submitted the City and to the San Joaquin County Surveyor to comply with California Business and Professions Code Section 8771(c). Said work shall be executed by a California licensed Land Surveyor at the Developer's sole expense.

C.7. Improvement Agreement(s)

All construction activity involving public improvements will require a fully executed improvement agreement (Off-site, Subdivision, and/or Inspection). Any construction activity involving public improvements without a fully executed improvement agreement is prohibited. All public improvements shall be performed and completed in accordance with the recommendation(s) of the Project's Registered Civil Engineer. Prior to the consideration of City Council's approval of said improvement agreement, the Developer shall provide all documents related to said improvements required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

C.7.1 Improvement Plans for the Restoration of the Glenbriar Drive Right-of-Way shall be prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block and, if necessary, contain a signature block for the Fire Marshal. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work. Developer shall obtain all applicable signatures by City departments and outside agencies (where applicable) on the mylars including signatures by Fire Marshal to submitting the mylars to Engineering Division for City Engineer's signature. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

C.7.2 All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.

C.7.3 All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers such as benchmarks.

C.7.4 A PDF copy of the Project's approved Geotechnical/Soils Report that was prepared for the grading permit submittal.

C.7.5(a) Storm Water - The Project's on-site storm water drainage connection to the City's storm water system shall be approved by the City Engineer. Drainage calculations for the sizing of the on-site storm drainage system. Improvement Plans to be submitted with the hydrology and storm water.

C.7.5(b) Storm drainage release point is a location at the boundary of the Project adjacent public right-of-way where storm water leaves the Property, in a storm event and that the Property's on-site storm drainage system fails to function or it is clogged. Site grading shall be designed such that the Project's storm drainage overland release point will be directly to an

adjacent public street with a functional storm drainage system and the existing storm drainage line has adequate capacity to drain storm water from the Property. The storm drainage release point is recommended to be at least 0.70-feet lower than the building finish floor elevation and shall be designed and improved to the satisfaction of the City Engineer.

- C.7.5(c) As recommended in the Storm Water Drainage Memorandum, the minimum finished floor elevation shall be a minimum of 40.49 feet
- C.7.5(d) The Project's permanent storm drainage connection(s) shall be designed and constructed in accordance with City Regulations. The design of the permanent storm drainage connection shall be shown on the Grading and Drainage Plans with calculations for the sizing of the storm drain pipe(s), and shall comply with the applicable requirements of the City's storm water regulations adopted by the City Council in 2012 and any subsequent amendments.
- C.7.5(e) The storm water treatment system shall be located on private property and shall be at least off-set from the right-of-way by one (1) foot.
- C.7.6(a) Sanitary Sewer - It is the Developer's responsibility to design and construct the Project's permanent on-site sanitary sewer (sewer) improvements including the Project's sewer connection in accordance with the City's Design Standards, City Regulations and Standard Specifications. Sewer improvements shall include but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's permanent sewer connection. Developer shall submit improvement plans that include the design of the sewer line from the Property to the point of connection.
- C.7.6(b) Developer is hereby notified that the City will not provide maintenance of the sewer lateral within the public right-of-way unless the sewer cleanout is located and constructed in conformance with Standard Plans. The City's responsibility to maintain on the sewer lateral is from the wye/onsite sewer manhole at the right-of-way line/property line/wye fitting to the point of connection with the sewer main.
- C.7.7(a) Water Distribution - Developer shall design and construct domestic and irrigation water service that comply with the City Regulations. Water line sizing, layout and looping requirements for this Project shall comply with City Regulations. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the Fire Marshal.
- C.7.7(b) Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. Developer shall be responsible for notifying business owner(s)

and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least seventy-two (72) hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the off-site water mains and connections.

- C.7.7(c) The Project's water service connections shall use a remote-read (radio-read) master water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the inspection of the building. The location of the meters shall be approved by the City Engineer.
- C.7.7(d) After final inspection of the improvements constructed via an encroachment permit, repair and maintenance of the water service from the water meter to the point of connection with the water distribution main in the street shall be the responsibility of the City. Water service repairs after the water meter is the responsibility of the Developer or individual lot owner(s).
- C.7.7(e) Prior to improvement acceptance, repair and maintenance of all on-site water lines, laterals, sub-water meters, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer or the individual lot owner(s).
- C.7.7(f) All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.
- C.7.8(a) Streets – The Developer shall construct frontage improvements. Frontage improvements include but are not limited to the following: curb, gutter, sidewalk, street widening, landscaping, street lighting, undergrounding of overhead utilities and other improvements. All streets and utilities improvements within City right-of-way shall be designed and constructed in accordance with City Regulations, and City's Design Standards including the City's Facilities Master Plan for storm drainage, roadways, wastewater, and water as adopted, amended, and updated by the City, or as otherwise specifically approved by the City.
- C.7.8(b) Valpico Road
The Tracy Transportation Master Plan (TMP) classifies Valpico Road as a four-lane divided arterial which would require a minimum of ninety-seven (97) feet of right of way at ultimate buildout. Prior to the release of the

grading permit, the Developer shall dedicate right of way along the Project frontage, excluding the Public Utility Easement (P.U.E.). In addition, the Developer shall record a ten (10) foot wide P.U.E. immediately behind the new property line.

- C.7.8(c) Developer shall install green bike lane striping on Valpico Road along the project frontage.
- C.7.8(d) Developer shall install audible pedestrian crossing at the existing traffic signal at Glenbriar Drive and Valpico Road.
- C.7.8(e) Developer shall install a barricade at the westerly edge of the proposed sidewalk.
- C.7.8(f) Along the Project frontage, if applicable, Developer shall landscape and irrigate the existing parkways per current adopted City landscape standards. Landscape and irrigation plans shall be prepared on a 24-inch x 36-inch size 4-millimeter thick mylar that incorporate all requirements described in the documents described in these Conditions of Approval, the City's Design Documents as defined in Title 12 of the Tracy Municipal Code. Developer shall use the latest title block. Said landscape and irrigation plan shall be prepared by a California licensed landscape architect. Developer can either protect-in-place the existing sidewalk and repair any cracked, settled, and/or damaged sidewalk or remove and replace the sidewalk so long as the replacement sidewalk is similar to the current sidewalk, i.e. similar width, meanders, etc.
- C.7.8(g) Overhead Utilities along Project frontage shall be placed underground.
- C.7.8(h) Street cuts and trenching related to utility installation on Valpico Road shall be subject to Condition C.8.1
- C.7.8(i) Glenbriar Drive
Prior to the release of the grading permit, Developer shall enter into a Deferred Improvement Agreement (DIA) to be recorded against the parcels included in the Project. Said DIA will insure the future public right-of-way associated with Glenbriar Drive is repaired and restored when Glenbriar Drive is open to the public. Developer shall prepare improvements if deemed necessary by the City.
- C.7.8(j) Easterly Vehicle Gate
Prior to the release of the grading permit, Developer shall install directional striping to assist in turn movements.
- C.7.9 Joint Trench Plans and Composite Utility Plans, prepared on a twenty-four (24) inch x thirty-six (36) inch size four (4) millimeter thick mylar for the installation of dry utilities such as electric, gas, TV cable, telephone, and others that will be located within the twenty-four (24) feet wide to forty-six (46) feet wide [the width varies] PUE to be installed to serve the Project.

All private utility services to serve Project must be installed underground or relocated to be underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing or proposed utility easement to the building(s). If necessary, the Developer shall dedicate ten (10) feet wide PUE for access to these new utilities for re-installation, replacement, repair, and maintenance work to be performed by the respective utility owner(s) in the future.

- C.7.10 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans. The cost estimate shall show the cost of designing the public improvements.

Payment of applicable fees required by these Conditions of Approval and City Regulations, including but not limited to, plan checking, grading and encroachment permits and agreement processing, construction inspection, and testing fees. The engineering review fees will be calculated based on the fee rate adopted by the City Council on September 2, 2014, per Resolution 2014-141 and on May 16, 2017, per Resolution 2017-098. Developer shall submit payment in the form of a check for the aforementioned fees.

- C.7.11 Traffic Control Plan - Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan (TCP). TCP can be split among the different construction phases. TCP will show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. TCP shall conform to the Manual on Uniform Traffic Control Devices as amended by the State of California, latest edition (MUTCD-CA). TCP shall be prepared under the supervision of, signed and stamped by a Registered Civil Engineer or Registered Traffic Engineer.

- C.7.12 Access and Traffic Circulation to Existing Businesses/Residents - Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses and residents throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts on existing businesses. All costs of measures needed to provide safe and functional access shall be borne by the Developer.

- C.7.13 No street trench shall be left open, uncovered, and/or unprotected during night hours and when the Developer's contractor is not performing construction activities. Appropriate signs and barricades shall be installed on the street and on all trenches during such times. If the Developer or its contractor elects to use steel plates to cover street trenches, said steel plates will be skid-resistance, and shall be ramped on all sides. Ramps will be a minimum two-foot wide and will run the entire length of each side.

- C.7.14 If at any point during utility installation or construction in general that the Developer, its contractor, its engineers, and their respective officials, employees, subcontractor, and/or subconsultant exposes/encounters/uncovers any archeological, historical, or other paleontological findings, the Developer shall address the findings as required per the General Plan Cultural Resource Policy and General Plan EIR; and subsequent Cultural Resource Policy or mitigation in any applicable environmental document.
- C.7.15 Improvement Security - Developer shall provide improvement security for all public facilities, as required by the Improvement Agreement. The form of the improvement security may be a bond, or other form in accordance with the Government Code, and the TMC. The amount of the improvement security shall be in accordance with Title 12 of the TMC.
- C.7.16 Insurance – Developer shall provide written evidence of insurance coverage that meets the terms of the Improvement Agreement.

C.8 Special Conditions

- C.8.1 When street cuts are made for the installation of utilities, the Developer shall conform to Section 3.14 of the 2020 Design Standards and is required install a two (2) inch thick asphalt concrete (AC) overlay with reinforcing fabric at least twenty-five (25) feet from all sides of each utility trench. A two (2) inch deep grind on the existing AC pavement will be required where the AC overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. This pavement repair requirement is when cuts/trenches are perpendicular and parallel to the street's direction.
- C.8.2 Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy, or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the improvement plans, prior to the City Engineer's signature on the improvement plans, and prior to issuance of Grading Permit, Encroachment Permit, Building Permit, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.
- C.8.3 Prior to the release of the Building Permit, if water is required for the Project, the Developer shall obtain an account for the water service and register the water meter with the Finance Department. Developer shall pay all fees associated with obtaining the account number for the water service.

Agenda Item 1.P

RECOMMENDATION

Staff recommends City Council approve the Offsite Improvement Agreement between City, Woodside 05N, LP, and Surland Communities, LLC for the construction of Detention Basin 3A.

EXECUTIVE SUMMARY

Approval of the Offsite Improvement Agreement will allow Woodside 05N, LP (Developer) to proceed with the construction of Detention Basin 3A and all associated improvements related to the development of Detention Basin 3A on approximately 16 acres, located at north of Valpico Road and approximately 1,500 feet west of Corral Hollow Road (Project). Surland Communities, LLC is also party to this agreement and will serve as the Project Developer for the purposes of credit and reimbursement only.

BACKGROUND AND LEGISLATIVE HISTORY

On April 16, 2013, The City adopted Citywide Storm Drainage Master Plan per City Council Resolution No. 2013-056. As described in Storm Drainage Master Plan, Basin 3A is a regional Storm Drainage Basin located north of Valpico Road between Lammers Road and Corral Hollow Road to serve the Ellis Specific Plan area and surrounding areas (including Avenues). On March 29, 2022, the Tracy City Council approved the Vesting Tentative Subdivision Map Application (TSM21-0001) for Tract 3883 Avenues – Ellis Specific Plan, per Resolution No. 2022-035. As noted in the Conditions of Approval for Tract 3883 Avenues, the Developer is responsible for the construction of Detention Basin 3A and all associated improvements. The construction of Detention Basin 3A improvements that are the subject of the Offsite Improvement Agreement between the City of Tracy, the Woodside 05N, LP, and Surland Communities, LLC and the said improvements will be funded and performed by the Woodside 05N, LP.

ANALYSIS

On April 18, 2013, The City and Surland Communities, LLC entered into an Amended and Restated Development Agreement. On July 3, 2014, The First Amendment to the Development Agreement was executed by the City and Surland (Ordinance 1194). On May 3, 2018, the City and Surland executed the Second Amendment to Development Agreement (Ordinance 1253). The Developer, Woodside 05N, LP, is an assignee of Surland's rights and obligations set for in the Amended and Restated Development Agreement.

On May 18, 2018, a lawsuit was filed against the City (as Respondent and Defendant) and Surland (as Real Party in Interest) challenging the legality of Ordinance 1253 and the 2018 Second Amendment. On September 30, 2020, the San Joaquin County Superior Court entered Judgment for Plaintiff and against the City and Surland, and issued a Peremptory Writ of Mandate (*Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case

No. STK- CV-UWM-2018-5531), which, among other things, required the City to rescind the 2018 Second Amendment and Ordinance 1253, stop implementing any aspects of the 2018 Second Amendment, and unwind any prior actions taken by the City pursuant to the 2018 Second Amendment.

Based on a thorough investigation, the City has concluded that this Agreement is unrelated to the 2018 Second Amendment and can be processed for approval.

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 and Project Developer have executed the Offsite Improvement Agreement and has submitted the required security to guarantee the 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. The construction of Detention Basin 3A improvements that are the subject of the Offsite Improvement Agreement between the City of Tracy and the Woodside 05N, LP and therefore the said improvements will be funded and performed by the Woodside 05N, LP. The Developer has paid the applicable engineering review fees which include the cost of the inspection and processing of the Offsite Improvement Agreement.

PUBLIC OUTREACH/ INTEREST

No public outreach is necessary.

COORDINATION

Preparation of this item involved coordination between Development Services Department, Public Works Department, City Manager's Office, and City Attorney's Office.

CEQA DETERMINATION

The project is consistent with the development evaluated in the Avenues Specific Plan Mitigated Negative Declaration (titled "Final Initial Study/Mitigated Negative Declaration Environmental Checklist"), bearing the State Clearing House Number 20180702045, adopted by the City Council on September 4, 2018 by Resolution 2018-180. Therefore, under Government Code Section 65457 and Section 15182 of the CEQA Guidelines, the project is exempt from further environmental review unless an event described in Section 15162 of the CEQA Guidelines occurs. Staff has determined that none of the events described in Section 15162 have occurred with respect to the project. Therefore, the Project is exempt from CEQA environmental review under Government Code Section 65457 and CEQA Guidelines Section 15182.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

That the Tracy City Council, by resolution, approves the Offsite Improvement Agreement between City, Woodside 05N, LP, and Surland Communities, LLC for the construction of Detention Basin 3A.

Prepared by: Al Gali, Associate Engineer

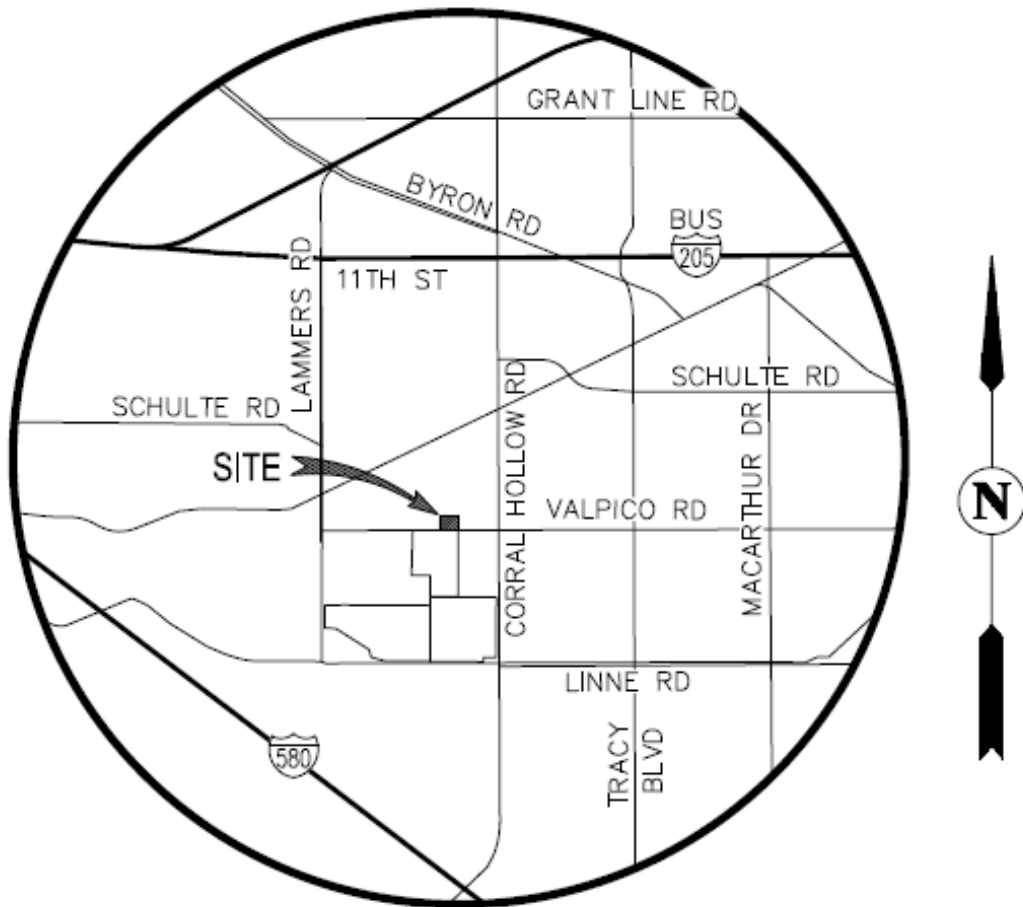
Reviewed by: Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offsite Improvement Agreement

Attachment A



VICINITY MAP

NOT TO SCALE

**CITY OF TRACY
OFF-SITE IMPROVEMENT AGREEMENT FOR
OFF-SITE DETENTION BASIN 3A
PUBLIC IMPROVEMENTS**

This **OFF-SITE IMPROVEMENT AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF TRACY** a municipal corporation ("**City**"), Woodside 05N, LP, a California Limited Partnership ("**Developer**"), and Surland Communities, LLC, a California Limited Liability Company ("**Project Developer**"). The City and Developer are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A.** Developer is the legal owner of that certain real property located at 12650 Valpico Rd, Tracy, CA 95377, designated with Assessor's Parcel Number(s) 240-140-490-000, 240-140-050-000, 240-700-130, 240-700-140, and 240-700-100 and more particularly described in **Exhibit "A"** hereto (the "**Property**").
- B.** The City and Project Developer entered into that certain Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated April 18, 2013 ("**Development Agreement**").
- C.** On May 3, 2018, the City and Surland, pursuant to Ordinance 1253, executed and entered into the Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Project Developer ("**2018 Second Amendment**"). On May 18, 2018, a lawsuit was filed against the City (as Respondent and Defendant) and Project Developer (as Real Party in Interest) challenging the legality of Ordinance 1253 and the 2018 Second Amendment. On September 30, 2020, the San Joaquin County Superior Court entered Judgment for Plaintiff and against the City and Surland, and issued a Peremptory Writ of Mandate (*Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531), which, among other things, required the City to rescind the 2018 Second Amendment and Ordinance 1253, stop implementing any aspects of the 2018 Second Amendment, and unwind any prior actions taken by the City pursuant to the 2018 Second Amendment.
- D.** The Project Developer is a party to this agreement for purposes of credit and reimbursement only.
- E.** Based on a thorough investigation, the City has concluded this Agreement is unrelated to the 2018 Second Amendment.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
OFF-SITE DETENTION BASIN 3A
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- F. The Vesting Tentative Subdivision Map Application (TSM21-0001) for Tract 3883 Avenues – Ellis Specific Plan (“**Project**”) was approved on March 29, 2022 by the Tracy City Council (Resolution 2022-035) subject to the specified conditions of approval attached hereto as **Exhibit “B” (“Conditions of Approval”)**, which are incorporated herein by reference. Specifically, Condition of Approval C5.3.a(ii) requires that prior to the issuance of the first building permit for the Project, design and construction of Detention Basin 3A shall be complete.
- G. Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of Detention Basin 3A (collectively, the “**Work**”). The location and details of the Work are described more fully in the Two (2) sheets of improvement plans entitled “Off-Site Detention Basin 3A Grading and Improvement Plans”, prepared by CBG Civil Engineers, San Ramon, CA, and the Six (6) sheets of Landscape Improvement Plans entitled “Ellis Detention Basin 3A” prepared by Gates & Associates, Walnut Creek, CA. (“**Plans and Specifications**”). The Plans and Specifications are on file with the City Engineer (G22-0006) and are incorporated herein by reference.
- H. Developer seeks to proceed with the Work, on the terms and conditions set forth herein.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Scope of Work; Location. Developer shall perform, or cause to be performed, the Work in the manner and as described in the Plans and Specifications, to the satisfaction of the City Engineer pursuant to this Agreement. The Work shall be performed, and all materials and labor shall be provided, at Developer’s sole expense. No material change shall be made to the scope of Work unless authorized in writing by the City Engineer. Developer may submit a written request to the City Engineer for a change in the Work, as required 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 has (a) acquired any necessary easement or right-of-way or (b) entered into a separate Agreement with the City to acquire the necessary easement or right-of-way at Developer’s expense.
2. Credits and Reimbursement. Project Developer shall be eligible for fee credits and reimbursement, based on the City’s Storm Drain Master Plan and applicable provisions of Title 13 of the Tracy Municipal Code as follows:

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
OFF-SITE DETENTION BASIN 3A
PUBLIC IMPROVEMENTS
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- 2.1. Credits for Storm Drainage Fees. Upon full execution and delivery of this Agreement and provision of the Improvement Security described in Section 4, Project Developer shall be eligible for fee credits against Project Developer's obligation to pay the City's Storm Drainage Fees in the amount of \$900,797.27. The associated program management fee shall continue to be paid in accordance with Applicable Law.
 - 2.2. Evidenced by the execution of this Agreement, Developer acknowledges and agrees that the fee credits accruing under Section 2.1 shall be, fully, for the benefit of Project Developer, and Developer hereby fully assigns to Project Developer any rights and title to such fee credits Developer may have.
3. Time Of Performance. Time is of the essence in the performance of the Work, and the timing requirements set forth herein 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 which purportedly caused the delay, and not later than the date on which performance is due.
 - 3.1. Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, Developer shall provide written notice to the City Engineer of the date on which Developer intends to commence Work. Developer shall not commence Work until after the notice required by this section is properly provided, and Developer shall not commence Work prior to the date specified in the written notice.
 - 3.2. Schedule of Work. Concurrently with the written notice of commencement 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.
 - 3.3. Completion of Work. Developer shall complete all Work no later than three hundred sixty-five (365) calendar days after Developer's submittal of its notice of commencement of Work pursuant to Section 2.1 above.
4. Improvement Security. Concurrently with the execution of this Agreement, and prior to the commencement of 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:
 - 4.1. Faithful Performance security in the amount of \$ 3,410,000.00 to secure faithful performance of this Agreement.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
OFF-SITE DETENTION BASIN 3A
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- 4.2. Labor and Material security in the amount of \$ 3,410,000.00 to secure payment by Developer to laborers and materialmen.
 - 4.3. Warranty security in the amount of \$ 341,000.00 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.
5. Indemnification. Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees, except when caused by the active negligence or willful misconduct of City, until such time as all of the following have occurred: (1) the City Council accepts all of the improvements comprising the Work, (2) the City becomes responsible for the maintenance, operation and repair of all of the improvements comprising the Work, and (3) the one year warranty period set forth in Section 13, below, has expired, at which time the indemnification obligations under this Section 4 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, Subdivider's obligations under this Section 4 are in addition to all other Subdivider's obligations set forth in this Agreement and shall not affect Subdivider's warranty obligations set forth in Section 13, below.
6. 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 6 are material terms of this Agreement. These insurance coverage requirements below may be satisfied by umbrella or excess liability policies upon City approval, which approval is deemed granted as evidenced by the City's execution of this Agreement.
 - 6.1. 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.
 - 6.2. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01) coverage shall be maintained in an amount not less than \$4,000,000 per occurrence and \$8,000,000 general aggregate for general liability, bodily injury, personal injury, and property damage, but excluding coverage for explosion, collapse, and underground property hazards.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
OFF-SITE DETENTION BASIN 3A
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- 6.3. 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.
- 6.4. Automobile Liability (with coverage at least as broad as ISO form 00 01 07 97 for “any auto” including “hired autos” and “non-owned autos”) coverage shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.
 - 6.4.1. If 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.
- 6.5. Workers’ Compensation coverage shall be maintained as required by the State of California.
- 6.6. Endorsements. Developer shall obtain endorsements to the commercial general liability and automobile policies with the following provisions:
 - 6.6.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an Additional Insured on 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.
 - 6.6.2. 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.
 - 6.6.3. 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.
- 6.7. 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

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
OFF-SITE DETENTION BASIN 3A
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requirement, any material change in the policy before the expiration shall be considered a cancellation. Developer shall immediately obtain a replacement policy.

- 6.8. 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.
- 6.9. 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.
- 6.10. Substitute Certificates. On or before the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.
- 6.11. 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.
7. Independent Contractor Status. Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or 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 whatsoever, unless the City provides prior written authorization to Developer.
8. Default
 - 8.1. Notice of Default. In the event that Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to Developer and Developer's surety (if any) in which the default is described.
 - 8.2. Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist (which conditions are not intended to constitute the exclusive bases for default):
 - 8.2.1. Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
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- 8.2.2. Developer abandons the Work site.
- 8.2.3. Developer fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to Section 7.3 below.
- 8.2.4. 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.
- 8.2.5. Developer violates any legal requirement related to the Work and fails to cure such violation pursuant to Section 7.3 below.
- 8.3. Cure of Default. In the event that Developer fails, within thirty (30) calendar days after receipt of written notice from the City, to either cure the default or provide adequate written assurance to the reasonable satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in its discretion, take any or all of the following actions:
 - 8.3.1. Demand that Developer complete performance of the Work.
 - 8.3.2. Demand that Developer's surety (if any) complete performance of the Work.
 - 8.3.3. Resort to any judicial remedies available to the City.
- 9. Ownership of Work. All original documents prepared by Developer for this Agreement are the property of the City and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.
- 10. Repair of any Damage. In the event and to the extent Developer or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Developer shall promptly take all reasonable steps to repair or replace (as necessary) such property to remedy the damage caused thereto.
- 11. Inspection by City; Inspection Fees. To permit City to inspect the Work, Developer shall, at all times, provide to City reasonable and safe access to the Work site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
OFF-SITE DETENTION BASIN 3A
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11.1. Inspection Fees. Concurrently with the execution of this Agreement by Developer, and prior to the commencement of any Work, Developer shall pay the City Inspection Fees in the amount of three and one-half percent (3.5%) of the estimated Project costs (as approved by the City Engineer).

In the event that the City requires an independent inspection, the City may retain an independent inspector to inspect the Work and prepare an inspection report for the City, and all costs associated therewith shall be borne by Developer.

12. Developer's Authorized Representative. At all times during the progress of the Work, Developer shall have a competent foreman or superintendent ("**Authorized Representative**") on site with authority to act on Developer's behalf. Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Developer shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work. **Exhibit "C"** attached hereto includes the initial contact information referenced in this Section 11.

13. Acceptance of Work. Prior to acceptance of the Work by the City Council, Developer shall be solely responsible for maintaining the quality of the Work and maintaining safety at the Work site. Developer's obligations to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

14. 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. In the event that (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.

15. Notices.

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

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
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<p><u>To City:</u> City of Tracy 333 Civic Center Plaza Tracy, CA 95376 Attn: City Engineer notice@cityoftracy.org</p> <p><u>With a copy to:</u> City Attorney 333 Civic Center Plaza Tracy, CA 95376 attorney@cityoftracy.org</p>	<p><u>To Developer:</u> Woodside 05N, LP 111 Woodmere Road, Suite 190 Folsom, CA, 95630 Attn: Michael LaFortune Michael.LaFortune@woodsidehomes.com</p> <p><u>To Project Developer:</u> Surland Communities, LLC 1024 N. Central Avenue Tracy, CA, 95376 Attn: Managing Member Notice@surland.email</p>
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- 15.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the email address designated above, or (2) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
16. Approvals by City. Any approval or consent that is to be given by City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on City.
17. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
18. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
19. Assignment and Delegation. Except as set forth in Section 2.2, this Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be consent to any subsequent assignment.
20. 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

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
OFF-SITE DETENTION BASIN 3A
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Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

21. Permits, Licenses, and Compliance with Law. Developer shall, at its expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Developer shall obtain a City of Tracy Business License. Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
22. Entire Agreement; Exhibits; Severability. The recitals and all defined terms in this Agreement are part of this Agreement. This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed pursuant to this Agreement. This Agreement supersedes all prior negotiations, representations, or agreements. The following Exhibits attached hereto are incorporated into this Agreement and made a part hereof by this reference:
 - A. Description of Property (Recital A.)
 - B. Conditions of Approval (Recital F.)
 - C. Subdivider's Authorized Representative Information (Section 12.)

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

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


**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
OFF-SITE DETENTION BASIN 3A
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IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

**Woodside 05N, L.P. a California
Limited Partnership**

Nancy D. Young, Mayor
Date: _____




Michael LaFortune, Vice President
Date: 11-30-22

Attest:

Adrienne Richardson, City Clerk

**Surland Communities, LLC, a
California Limited Liability Company**

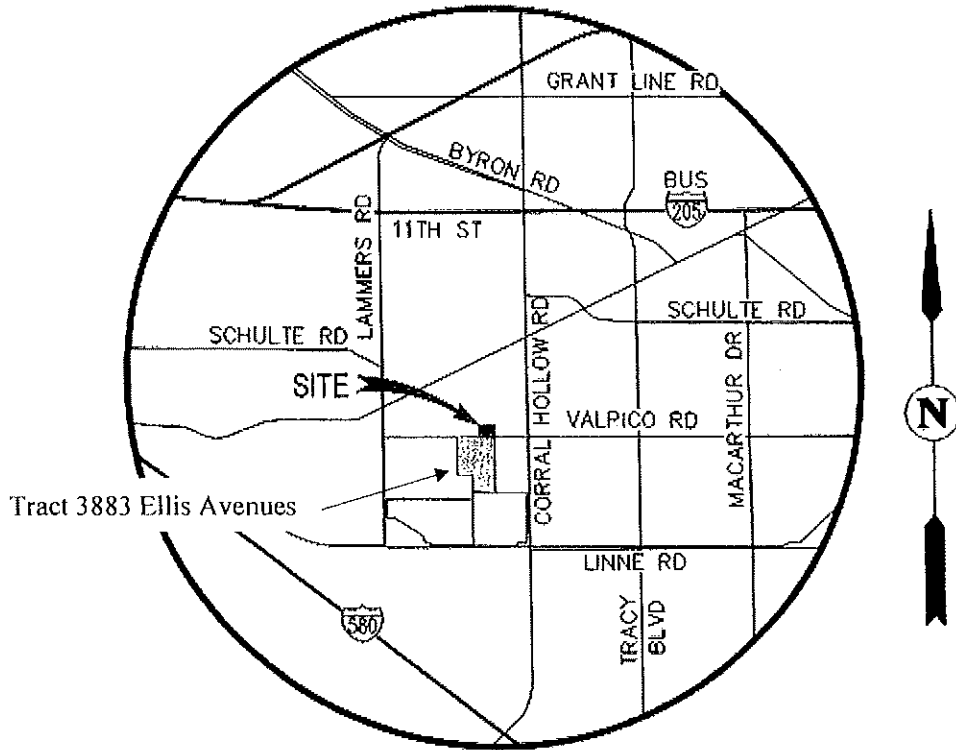
Approved as to form:



Sam Serpa, Managing Member
Date: 11-30-22

Bijal Patel, City Attorney

Exhibit A – Vicinity Map



Tract 3883 Ellis Avenues

VICINITY MAP

Exhibit B – Conditions of Approval

CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
OFF-SITE DETENTION BASIN 3A
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EXHIBIT "C"
PAGE 1 OF 1

<u>Name of Person</u>	<u>Company Name</u>	<u>Telephone Number</u>
Michael LaFortune	Woodside 05N, LP	(916)-608-9600
Gordon Zanin	CBG Civil Engineers	(925) 866-0322

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CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-_____

APPROVING THE OFFSITE IMPROVEMENT AGREEMENT BETWEEN CITY, WOODSIDE 05N, LP AND SURLAND COMMUNITIES, LLC FOR THE CONSTRUCTION OF DETENTION BASIN 3A

WHEREAS, on April 16, 2013, The City adopted Citywide Storm Drainage Master Plan with City Council Resolution No. 2013-056; and

WHEREAS, Basin 3A is identified in Storm Drainage Master Plan as a regional Storm Drainage Basin intended to serve the Ellis Specific Plan area and surrounding areas (including Avenues); and

WHEREAS, the Vesting Tentative Subdivision Map Application (TSM21-0001) for Tract 3883 Avenues – Ellis Specific Plan (“Project”) was approved on March 29, 2022 by the Tracy City Council (Resolution No. 2022-035); and

WHEREAS, Surland Communities, LLC is also party to the agreement as Project Developer for the purposes of credit and reimbursement only; and

WHEREAS, on April 18, 2013, The City and Surland Communities, LLC (“Surland”) entered into an Amended and Restated Development Agreement. On July 3, 2014, The First Amendment to the Development Agreement was executed by the City and Surland (Ordinance 1194). On May 3, 2018, the City and Surland executed the Second Amendment to Development Agreement (Ordinance 1253); and

WHEREAS, on May 18, 2018, a lawsuit was filed against the City (as Respondent and Defendant) and Surland (as Real Party in Interest) challenging the legality of Ordinance 1253 and the 2018 Second Amendment. On September 30, 2020, the San Joaquin County Superior Court entered Judgment for Plaintiff and against the City and Surland, and issued a Peremptory Writ of Mandate (*Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531), which, among other things, required the City to rescind the 2018 Second Amendment and Ordinance 1253, stop implementing any aspects of the 2018 Second Amendment, and unwind any prior actions taken by the City pursuant to the 2018 Second Amendment; and

WHEREAS, based on a thorough investigation, the City has concluded this Agreement is unrelated to the 2018 Second Amendment; and

WHEREAS, the project is consistent with the development evaluated in the Avenues Specific Plan Mitigated Negative Declaration, bearing the State Clearing House Number 20180702045, adopted by City Council on September 4, 2018, by Resolution 2018-180; and

WHEREAS, per Conditions of Approval for Tract 3883 Avenues Subdivision, the Developer is responsible for the construction of Detention Basin 3A and all associated improvements; and

WHEREAS, Developer has submitted, and the City Engineer has approved, those certain improvement plans and specifications relating to the construction of Detention Basin 3A; and

WHEREAS, the Developer has executed the OIA and has posted the required securities to guarantee completion of the improvements; and

WHEREAS, upon completion of all improvements, the City will accept the improvements; and

WHEREAS, the construction of Detention Basin 3A improvements that are the subject of the Offsite Improvement Agreement between the City of Tracy and the Woodside 05N, LP, and the said improvements will be funded and performed by the Woodside 05N, LP; and

WHEREAS, there will be no impact to the General Fund. The Developer will pay for construction of Detention Basin 3A improvements and for the cost of inspection and processing the agreement; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement between City, Woodside 05N, LP, and Surland Communities, LLC for the construction of Detention Basin 3A.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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 receive the annual report by the Measure V Residents' Oversight Committee presenting their findings regarding the use of Measure V funds.

EXECUTIVE SUMMARY

The Measure V Residents' Oversight Committee ("Committee") was created by section 6.28.170 of Ordinance 1223 which became effective when the Tracy Electorate approved Measure V on November 8, 2016. Section B of the Committee's Bylaws require the Committee's findings to be presented annually in a written report to the City Council.

BACKGROUND AND LEGISLATIVE HISTORY

On July 19, 2016, the City Council adopted Resolution 2016-156, authorizing a one-half cent transactions and use (sales) tax measure (Measure V) for twenty years to be placed on the November 8, 2016, ballot. On August 16, 2016, the Council adopted Ordinance 1223 imposing a transaction and use tax to be administered by the State Board of Equalization, if Measure V were approved. On November 8, 2016, Tracy residents approved Measure V with 63.67% of the vote. Section 6.28.170 of Ordinance 1223 provides that the Council shall establish a five member Residents' Oversight Committee no later than March 1, 2017, to review the expenditure of the revenue generated by, and expenses related to, the transactions and use tax.

On February 7, 2017, the City Council adopted Resolution 2017-026 approving the Bylaws of the Measure V Residents' Oversight Committee. Section B of the Committee's Bylaws require the Committee's findings to be presented annually in a written report to the City Council. The role of the Oversight Committee is to review the independent financial audit of the City that includes revenue raised by Measure V and other financial reports necessary to advise the City Council of its findings and make recommendations during the term of the Committee. The Committee will present an annual written report documenting its findings to the City Council in August of each year or when reasonably possible thereafter based upon availability of data needed for the annual written report.

ANALYSIS

Because of the pandemic and vacancies on the committee, the last annual report to Council was presented on September 18, 2018. This evening's presentation will bring the committee's reports current as of June 30, 2022, as demonstrated by the attached Measure V Oversight Committee Annual Report.

FISCAL IMPACT

Staff costs related to support of the Measure V Residents' Oversight Committee are included in the Finance Department General Fund budget.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategic Priority, with Goal 1: Model Good Governance, Teamwork, and Transparency.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive the annual report as presented by the Measure V Residents' Oversight Committee presenting their findings regarding the use of Measure V funds.

Prepared by: Felicia Galindo, Budget Officer

Reviewed by: Sara Cowell, Finance Director
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments:

- Attachment A - Measure V Oversight Committee Annual Report



2022 Annual Report

Measure V Resident's Oversight Committee

December 6, 2022



Think Inside the Triangle™

- Measure V approved by voters in November 2016 election
 - ½ percent local sales tax measure
 - 20-year duration with sunset in 2037

- Measure V sales tax revenues
 - \$13 M in FY 2022
 - \$59.4 M since implementation in FY 2017



Think Inside the Triangle™

Commitment of Measure V funds

Completed

- Senior Center \$1M
 - Renovation Completed 2020
- Legacy Fields \$11.9M
 - Phase 1C Completed 2019
 - Phase 1D Completed 2020
- Small Business Relief Grant \$.5M



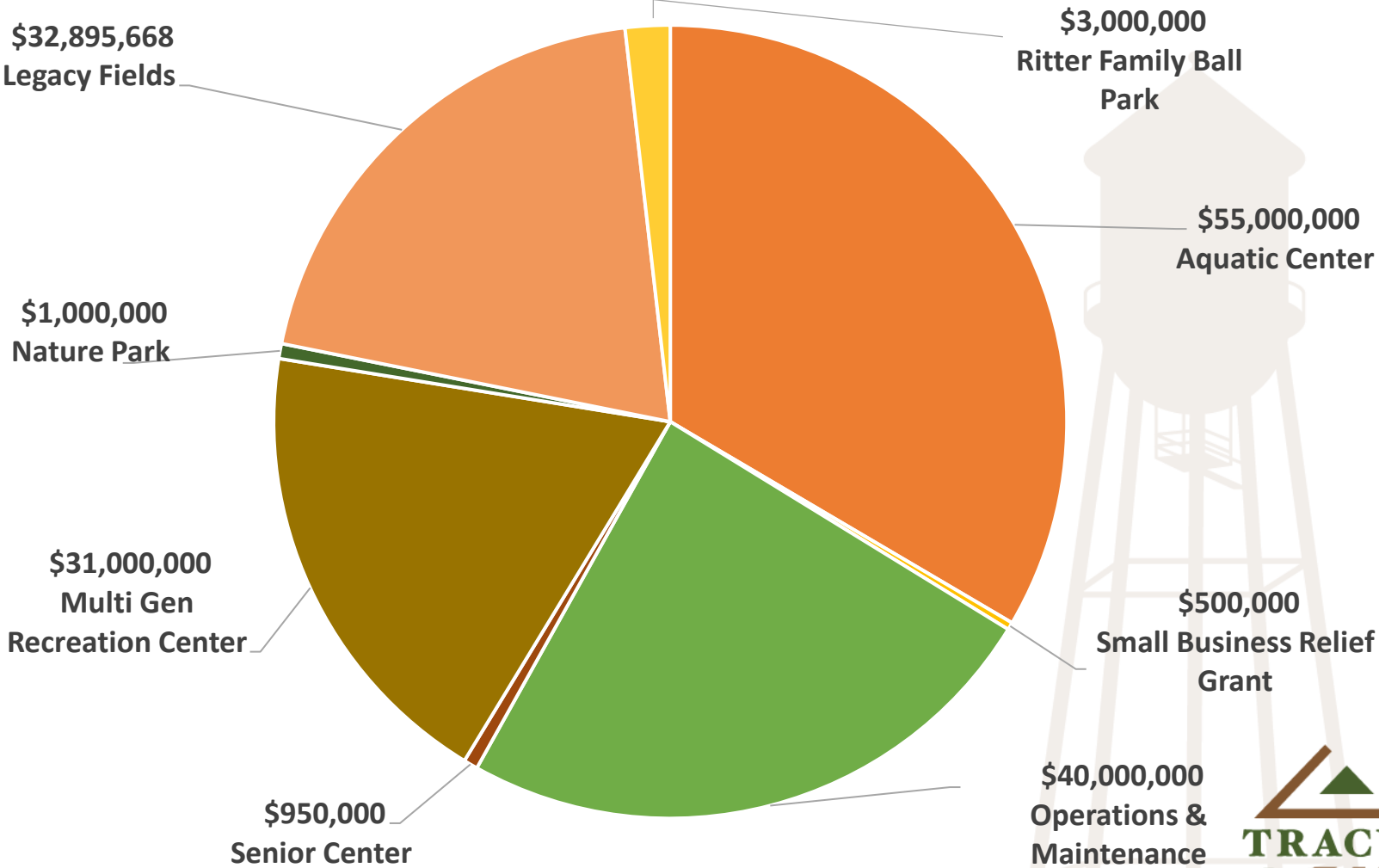
Think Inside the Triangle™

Commitment of Measure V funds

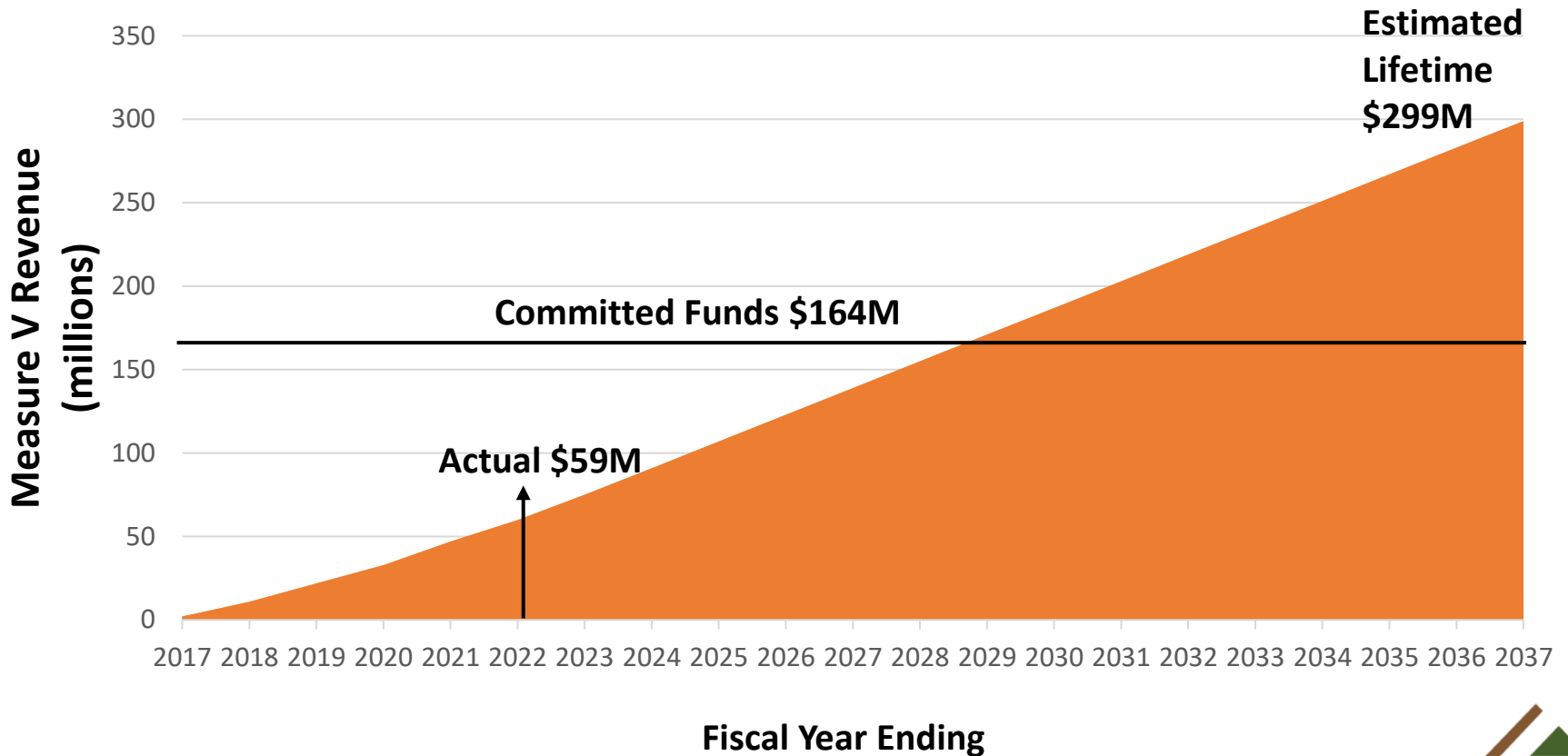
Current & On-Going

- Operations and Maintenance for amenities: \$40M
- Aquatic Center: \$55M
- Multigenerational facility: \$31M
- Legacy Fields Phase 1E: \$21M (Bonds)
- Nature Park: \$1M
- Ritter Family Ball Park \$3M

Committed Funding



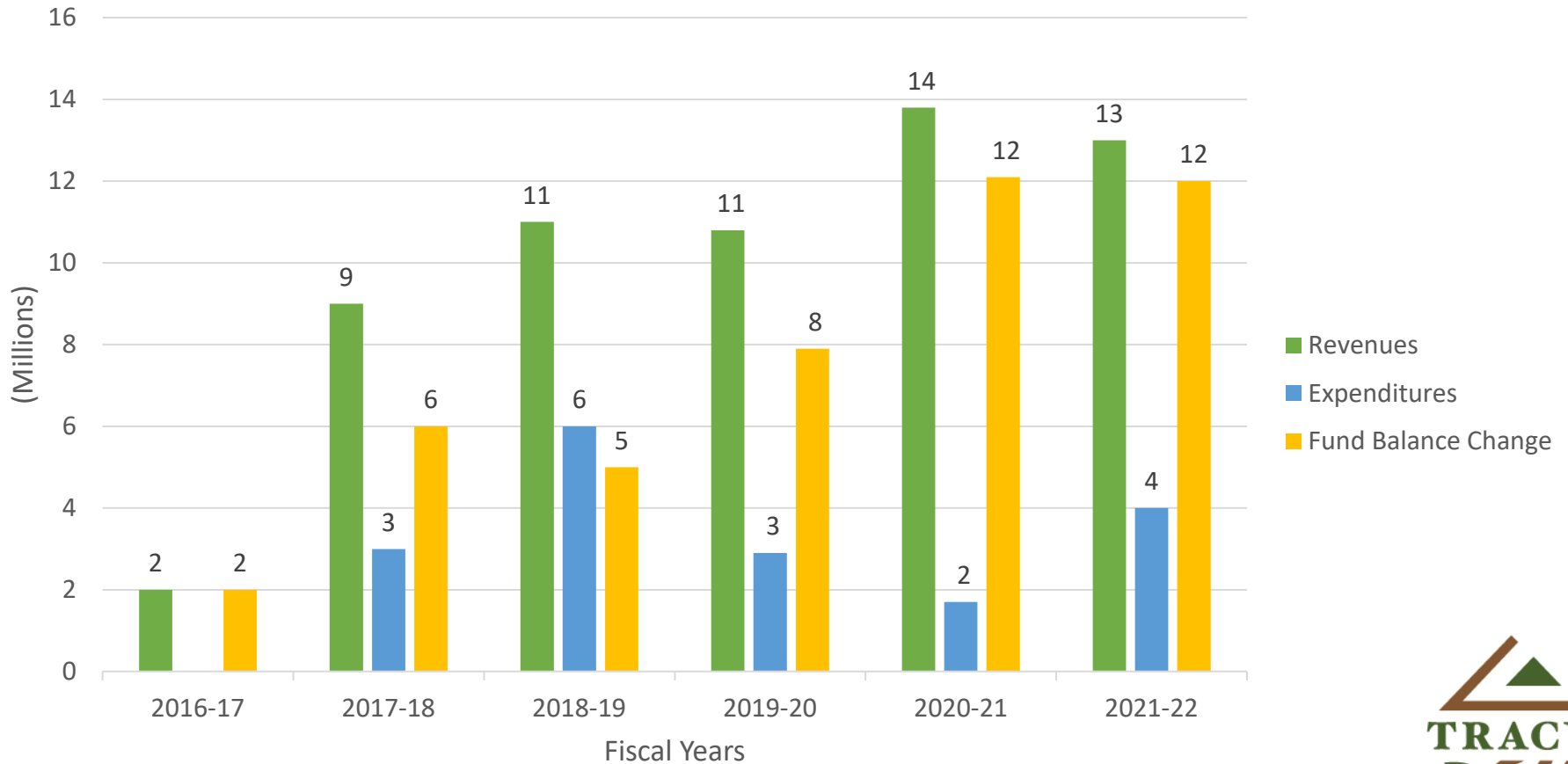
Measure V Residents' Oversight Committee



Think Inside the 'Triangle'

Measure V Residents' Oversight Committee

Measure V Revenue & Expenditures as of June 30, 2022



Think Inside the 'Triangle'

Measure V Residents' Oversight Committee

Recommendations

- Measure Funds Accumulating to receive interest
- Accept Annual Report from the committee

Agenda Item 3.B

RECOMMENDATION

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

EXECUTIVE SUMMARY

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

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

BACKGROUND AND LEGISLATIVE HISTORY

The California Building Standards Commission (CBSC) publishes triennial editions of the California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code. On July 1, 2022, the CBSC published the 2022 edition of the California Building Standards Code. The 2022 California Building Standard Codes will apply to any building or structure for which an application for a building permit is made on or after January 1, 2023. The California Building Code (CBC), the California Residential Code (CRC) and the California Existing Building Code (CEBC) are based on the 2021 International model codes published by the International Code Council, while the California Mechanical Code (CMC) and the California Plumbing Code (CPC) continue to be based on the 2021 Uniform model codes published by the International Association of Plumbing and Mechanical Officials.

On November 5, 2019, City Council adopted the 2019 version of the California Building Code Standards. Subsequently, the City Clerk was directed to submit the ordinance to the California Building Standards Commission for filing pursuant to CBSC requirements.

In conjunction with the CBC, the CEC is based on the 2021 National Electrical Code, published by the National Fire Protection Association. The California Historical Building Code (CHBC), the CEBC and CALGreen are developed and published by the CBSC. Building Energy Efficiency Standards developed and published by the California Energy Commission.

The State of California allows local municipalities to modify the state-adopted building standards to make them more restrictive (not less), provided certain express findings are made that the proposed modifications are necessary due to special local climatic, geological, or topographical conditions that can affect the health, welfare, and safety of local residents.

The building related codes that will be adopted in the proposed ordinance are:

- 2022 California Building Code - CCR Title 24 Part 2
- 2022 California Residential Code - CCR Title 24 Part 2.5
- 2022 California Electrical Code - CCR Title 24 Part 3
- 2022 California Mechanical Code - CCR Title 24 Part 4
- 2022 California Plumbing Code - CCR Title 24 Part 5
- 2022 California Historical Building Code - CCR Title 24 Part 8
- 2022 California Existing Building Code - CCR Title 24 Part 10

These codes provide minimum requirements and standards for the protection of life, limb, health, property, safety and welfare of the general public, owners and occupants of buildings. The California Health and Safety Code sections 17922, 17958, 17958.5 and 17958.7 requires cities to enforce the most recent editions of the California Codes. As such, the 2022 California Codes are required by the State to be enforced beginning January 1, 2023.

However, local agencies can adopt appendices that are not uniformly required but are supported by findings. In addition to the mandated 2022 California Codes mentioned above, City staff recommends adopting of certain appendices. This approach was also taken in 2019, as well as previous adoptions of the California Building Code. Once the Ordinance is adopted, the City Clerk is directed to submit this ordinance to the California Building Standards Commission for filing.

The following list of California Codes and corresponding appendices are recommended for adoption:

- 2022 California Building Code: Appendices C, F, H, I, K, P
- 2022 California Electrical Code: No appendices to be adopted
- 2022 California Mechanical Code: Appendices D and G
- 2022 California Plumbing Code: Appendices A, B, C, D, E, G, H, I, J and K
- 2022 California Energy Code: No appendices to be adopted
- 2022 California Residential Code: Appendices H, I, O, R, S, W, Y, Z
- 2022 California Historical Building Code: Appendix A

- 2022 California Existing Building Code: No appendices to be adopted
- 2022 California Green Building Standards Code: No appendices to be adopted
- 2022 California Fire Code: Appendices B, BB, C, CC, D, F, H, L, N, and O

The list below identifies all the appendices recommended for approval and clarifies the reason for recommendation.

Recommended Appendices for Local Adoption

California Building Code

- 2022 CBC Appendix C; gives specific requirements and definitions related to agricultural buildings wherever such exist within the city limits
- 2022 CBC Appendix F; gives specific requirements enabling rodent-proofing
- 2022 CBC Appendix H; provides requirements for unique construction aspects of commercial signage
- 2022 CBC Appendix I; provides standards for the construction of residential patio covers when not designed and constructed per the CRC.
- 2022 CBC Appendix K; provides state-mandated requirements for the Central Valley Flood Protection Plan within the 200-year flood plain for Group R-3 and R-3.1 occupancies designed and constructed under the CBC.
- 2022 CBC Appendix P; provides construction standards for emergency housing where a declaration of emergency has been issued.

California Residential Code

- 2022 CRC Appendix H; provides requirements for unique aspects of residential patio construction.
- 2022 CRC Appendix I; gives specific standards related to private sewage disposal wherever such exists within the city limits.
- 2022 CRC Appendix O; provides requirements for unique construction aspects of automatic vehicular gates and mirrors the requirements of the CFC.
- 2022 CRC Appendix R; provides requirements for straw clay construction where such may be used.
- 2022 CRC Appendix S; provides requirements for straw bale construction where such may be used.
- 2022 CRC Appendix W; Provides general requirements for 3D-printed building construction.

- 2022 CRC Appendix Y; provides standards associated with State-mandated regulations for a 200-year flood event.
- 2022 CRC Appendix Z; provides construction standards for emergency housing where a declaration of emergency or shelter crisis has been issued.

California Mechanical Code

- 2022 CMC Appendix D; provides fuel supply requirements specific to mobile home parks and recreational vehicle parks.
- 2022 CMC Appendix G; provides additional sizing information for venting systems and outdoor combustion and ventilation opening design requirements.

California Plumbing Code

- 2022 CPC Appendix A; provides standardization to the sizing of water supply systems.
- 2022 CPC Appendix B; provides explanatory direction for combination waste and vent systems.
- 2022 CPC Appendix C; clarifies procedures for the design and approval of engineered plumbing systems, alternate materials and equipment not specifically covered in other parts of the CPC.
- 2022 CPC Appendix D; provides standardization for sizing of storm water and drainage systems.
- 2022 CPC Appendix E; provides criteria for the design and installation of manufactured and/or mobile home park plumbing and drainage systems.
- 2022 CPC Appendix G; provides requirements for sizing venting systems for Category I appliances.
- 2022 CPC Appendix H; where private sewage disposal is existing or approved, this appendix provides the necessary requirements.
- 2022 CPC Appendix I; provides standardization for specific plumbing installations
- 2022 CPC Appendix J; provides design information for combination of indoor and outdoor combustion and ventilation opening design.
- 2022 CPC Appendix K; provides standards where potable rainwater catchment systems are installed.

California Historic Building Code

- 2022 CHBC Appendix A; clarifies if modifications made to qualified historical buildings meet Federal and State requirements as the CHBC is intended to work in

conjunction with both Federal and State standards.

California Fire Code

- 2022 CFC Appendix B; provides criteria for fire flow requirements.
- 2022 CFC Appendix BB; provides criteria for fire flow requirements specific to private and public schools.
- 2022 CFC Appendix C; provides criteria for hydrant location and appropriate number thereof.
- 2022 CFC Appendix CC; provides criteria for hydrant location and appropriate number thereof specific to private and public schools.
- 2022 CFC Appendix D; provides additional requirements as it relates to Fire Department emergency access to buildings.
- 2022 CFC Appendix F; clarifies hazardous materials placarding requirements based on NFPA 704.
- 2022 CFC Appendix H; creates a standard for a hazardous materials management plan and hazardous materials inventory sheets.
- 2022 CFC Appendix L; provides requirements for fire fighter air replenishment systems.
- 2022 CFC Appendix N; provides standards for indoor trade shows and exhibitions.
- 2022 CFC Appendix O; provides standards for haunted houses where none currently exist.

Findings for local amendments

Staff proposes to maintain currently adopted local amendments based on the following express findings:

1. Tracy is a growing community of nearly 100,000 people located in a region of the State that lies near several areas of seismic activity, with main faults near Tracy associated with the San Andreas Fault System of the greater San Francisco Bay Area, Calaveras, Hayward, and the Marsh Creek-Greenville active fault located immediately west of the southern portion of San Joaquin County, in which Tracy is located. Tracy is proximate to these faults capable of producing earthquakes.
2. Concern for fire-life safety associate with a structural failure due to a seismic event considering the large number of buildings, the use of new structural systems, the poor performance of certain construction materials, and the quality of construction.
3. Severe seismic events could disrupt communications, mobility, damage gas mains, cause extensive electrical hazards, and place extreme demands on the limited and

widely dispersed resources of the Fire Department resulting in challenges to meet the fire and life safety needs of the community.

4. The local climatic and topographical conditions of Tracy are characterized as containing areas of highly flammable vegetation and typically warm, dry summers that can contribute to wildfire conducive conditions. Tracy is located in an area of significant high winds that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response time by the local fire department in the event of an emergency.
5. Local geographical strata of expansive soils can result in differential volume changes of soil and lead to horizontal and vertical displacement of the slab causing major structural damage.
6. Local geological conditions are characterized by corrosive soils which notably present within and around the city limits. Increased protections are put into place to prevent and slow down the corrosive action which will ensure that electrical and structural components maintain their integrity and minimize or prevent structural damage.

Additional Explanation for the Recommended Adoption of Various Appendices and Amendments

Most of the changes noted within the 2022 California Codes should have minimal impact upon construction sites throughout the City but constitute a continued effort to achieve the highest levels of health and life safety in the built environment under specified minimum standards.

Staff is also proposing other editorial changes to the TMC within Title 9. These editorial changes consist of relocating and renaming sections in order to increase consistency and readability throughout Title 9.

However, the most significant changes are the requirements found in the CEnC related to increased energy efficiencies including a requirement that all new residential building less than three stories have a photovoltaic system installed. These are intended to have a positive environmental impact and bring California closer to the zero net electricity goal.

Other changes to the TMC include:

The City's General Plan requires that finished floor elevations of buildings constructed in the flood plain be set at a minimum of one foot above the base flood elevation. However, the current Tracy Municipal Code floodplain regulations do not harmonize with this requirement. Therefore, to avoid conflicting requirements, staff recommends that the floodplain regulations be modified to be the same as the General Plan requirements.

The City of Tracy could experience urban conflagration, severe flooding, or a significant seismic event. As such, there is a possibility of the need for emergency housing. Staff recommends the adoption of CBC appendix P and CRC appendix Z which provide construction standards for emergency housing that may be used upon the declaration of a shelter crisis. Having these standards available will provide standards for emergency shelters to be quickly and safely

constructed. It is recommended to modify the section related to lofts in these shelters. Specifically, loft guardrails are allowed to be set at a lower height than the current CRC language specifies elsewhere in the code regarding guardrails. Therefore, to be consistent, guardrails will be required to have the same minimum height as required elsewhere in the code.

The CBC and CRC have always contained certain structures that are exempt from requiring a permit. One of these exemptions is fences not exceeding 7 feet. The intent of this exemption was to exclude wooden fences that have very little effect on the built environment. However, there are cases in which fences should not be exempt, such as when they act as a pool barrier or are constructed of masonry or concrete over 4 feet in height. Requiring a permit for the rebuilding of a fence surrounding a swimming pool will ensure that such a fence will meet the current code requirements to help to prevent accidental drownings. Additionally, Tracy is located in the second most seismically volatile area in the world. As such, enabling the construction of a massive and heavy masonry or concrete fence without a permit could unwittingly foster substandard construction that could collapse during a tremor and cause property damage and/or injury/death during a seismic event. Staff, therefore, recommends that the administrative provisions of the code now clarify the exemptions for fence permits.

Another exemption from requiring a building permit that is vague and needs further clarification is the exemption of one-story detached structures of less than 120 square feet. While the area is limited, there is not a limit to the height of such a structure noted in the exception of the code. The residential code provides prescriptive construction method for wood wall framing to a maximum story height of 11 feet 7 inches to meet wind and seismic demands. To construct structures with story height greater than 11 feet 7 inches would require engineered design. Therefore, staff is proposing that the City of Tracy limit the exception of one-story 120 square-foot accessory structures to 11 feet 7 inches in height as a code amendment to the administrative provisions of the code.

Staff is also proposing other editorial changes to the TMC within Title 9. These editorial changes consist of relocating and renaming sections in order to increase consistency and readability throughout Title 9.

CEQA DETERMINATION

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

DEPARTMENT COORDINATION

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

FISCAL IMPACT

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

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

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

Prepared by: Christopher Morgan, Building Official

Reviewed by: Bill Dean, Assistant Director of Development Services
Kris Balaji, PMP, PE, Development Services Director
Randall Bradley, Fire Chief, South San Joaquin County Fire Authority
Sara Cowell, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Proposed Ordinance adopting the various 2022 California Codes and appendices thereto, including local amendments, and repealing, amending, and adding to Title 9 of the Tracy Municipal Code.

Attachment B – Justification of code amendments.

Attachment C - Powerpoint Presentation

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

AN ORDINANCE:

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

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

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

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

5) ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT EXEMPTION FINDINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX P

Section P108.2.4 is amended to read as follows:

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

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

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

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

9.06.070 Amendments to the California Fire Code.

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

CHAPTER 1

Section 103.1 is amended to read as follows:

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

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

Section 105.2.3 is amended to read as follows:

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

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

Section 105.3.2 is amended to read as follows:

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

Section 105.5.5 is amended to read as follows:

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

Section 105 is amended by adding subsections 105.6.55 through 1056.57 to read as follows:

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

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

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

Exception: Agricultural Greenhouses in an agricultural zone.

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

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

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

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

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

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

CHAPTER 2

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

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

CHAPTER 3

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

Section 315.7.2 is amended to read as follows:

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

Section 315.7.3 is amended to read as follows:

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

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

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

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

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

Section 315.7.8.2 Proximity to other combustible yard storage

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

Table 315.7.8.3 (a)

Minimum distance of piled storage to other combustible yard storage

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

Table 315.7.8.3 (b)

Minimum distance of piled or combustible storage to buildings

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

Section 315.7.8.3 Fire access

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

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

Section 315.7.8.4 Fencing

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

Section 315.7.8.5 Water Supply

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

CHAPTER 4

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

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

CHAPTER 5

Section 503.6 is amended to read as follows:

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

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

Section 505.1 is amended to read as follows:

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

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

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

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

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

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

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

Section 506.1 is amended to read as follows:

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

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

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

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

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

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

CHAPTER 6

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

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

EXCEPTION:

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

CHAPTER 9

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

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

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

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

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

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

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

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

Section 903.3.6 is amended to read as follows:

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

Section 912.2.1 is amended to read as follows:

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

Section 912.5 is amended to read as follows:

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

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

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

CHAPTER 11

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

Section 1103.2 amended to read as follows:

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

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

CHAPTER 25

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

CHAPTER 26

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

CHAPTER 57

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

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

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

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of class 1 and 2 liquids in above-ground tanks is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural use.

Exception: Above ground tanks located at public safety facilities.

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

Section 5706.2.4.4. Locations where above-ground tanks are prohibited. Locations where above-ground tanks are prohibited. Storage of class 1 and 2 liquids in above-ground tanks is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural use.

CHAPTER 58

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

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

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

CHAPTER 61

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

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

APPENDIX B

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

Exception:

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

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

APPENDIX BB

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

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

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

APPENDIX C

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

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

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

Table C102.1 footnote "b"

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

APPENDIX CC

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

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

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

Table CC105.1 footnote "b"

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

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

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

9.08.030 Adoption by reference of the California Electrical Code.

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

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

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

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

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

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

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

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

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

9.12.030 Adoption by reference of the California Plumbing Code.

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

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

9.12.060 Corrosive Soils.

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

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

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

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

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

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

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

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

9.16.060 Corrosive Soils.

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

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

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

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

9.48.030 Adoption by reference of the California Historical Building Code.

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

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

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

9.50.030 Adoption by reference of the California Existing Building Code.

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

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

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

9.64.030 Adoption by reference of the California Energy Code.

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

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

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

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

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

SECTION 30: Department coordination included Fire Department review.

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

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

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

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

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

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

Date of Attestation: _____

NOTICE AND DIGEST

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

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

Appendix B

Justification for amended code sections

1. Amending Section 105.2 item 1 of the California Building Code clarifying building height of permit-exempted one-story detached accessory structures. This amendment is administrative in nature.
2. Amending Section 105.2 item 2 of the California Building Code specifying specific fence types that are not exempt from a building permit. This amendment is administrative in nature.
3. Amending Section 105.3.2 of the California Building Code clarifying the time limitations for permit applications. This amendment is administrative in nature.
4. Amending Section 105.5 of the California Building Code clarifying the process and time limits for extensions to permits. This amendment is administrative in nature.
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22. Adding Sections 315.7.8.1 through 315.7.8.5 to the California Fire Code requiring specific limitations on the exterior storage of pallets, palletized packing boxes, and bin boxes due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements for limitations on placement, pile height and pile size, fire access, fencing and water supply will mitigate the added danger posed to the citizens and properties of the City of Tracy.
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27. Adding Section 506.3 to the California Fire Code requiring that a hazardous material plan box be provided due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of hazardous materials plan boxes mitigates this issue by providing for faster more precise response by fire service responders by having immediate access to information thereby saving time and properly deploying Fire Department resources.
28. Adding Section 509.3 to the California Fire Code requiring that all buildings protected by automatic fire extinguishing systems be provided with a Fire Control Room due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of control rooms provides for faster more precise response by fire service responders as well as providing exposure protection for fire service equipment not addressed elsewhere in the code.
29. Adding Section 603.1.3 to the California Fire Code requiring that the main electrical for any commercial building be accessible for shut off from outside the building or in a room directly accessible from outside the building due to the significant local hazard of wind-driven fires. The local climatic and topographic condition creates a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to

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

43. Adding Section B105.2 Exception 5 to the California Fire Code specifying the conditions for the reduction of fire flow. The local climatic and topographic conditions create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The limiting of the reduction of fire flow will help to mitigate the added danger posed to the citizens and properties of the City of Tracy.
44. Amending Section BB105.1 of the California Fire Code specifying the conditions for use of Exception 1 to reduce fire flow. The local climatic and topographic conditions create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The limiting of the reduction of fire flow will help to mitigate the added danger posed to the citizens and properties of the City of Tracy.
45. Adding Section C106 to the California Fire Code indicating that the Fire Code Official shall specify the permissible type of fire hydrants. CFC Section 507.2.1 indicates that fire hydrants and mains shall comply with NFPA 24. Chapter 7, Section 7.1.1 of NFPA 24 specifies that all fire hydrants shall be an approved type. This amendment, therefore, is an administrative clarification.
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50. Amending Section R105.2 item 1 of the California Residential Code clarifying the building height of permit-exempted one-story detached accessory structures. This amendment is administrative in nature.
51. Amending Section R105.2 item 2 of the California Residential Code identifying specific fence types that are not exempt from a permit. This amendment is administrative in nature.
52. Amending Section R105.3.2 of the California Residential Code clarifying the time limitations for plan review applications and permissible extensions. This amendment is administrative in nature.
53. Amending Section R105.5 of the California Residential Code clarifying the time limits for building permits and permissible extensions. This amendment is administrative in nature.

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



2022 California Building Standards Code Adoption

Presented by Christopher Morgan
City of Tracy Building Official

December 6, 2022

Objectives

- Adopt an Ordinance repealing the 2019 California Building Codes, and replace with the 2022 California Building Codes, codifying them in Title 9 of the Tracy Municipal Code;
- Adopt local amendments to the 2022 California Building Codes and Standards based on Tracy's local climatic, geological and topographical conditions



Think Inside the Triangle®

California Building Standards Code “Title 24”

- Published triennially by the CA Building Standards Commission
- Cities required by law to adopt and enforce within 180 days of publishing (or shortly after)
- Applies to permits for any building or structure on/after January 1, 2023



Local Amendments

- Adopted by local ordinance
- Must be based on findings made about geologic, topographic, and climatic factors

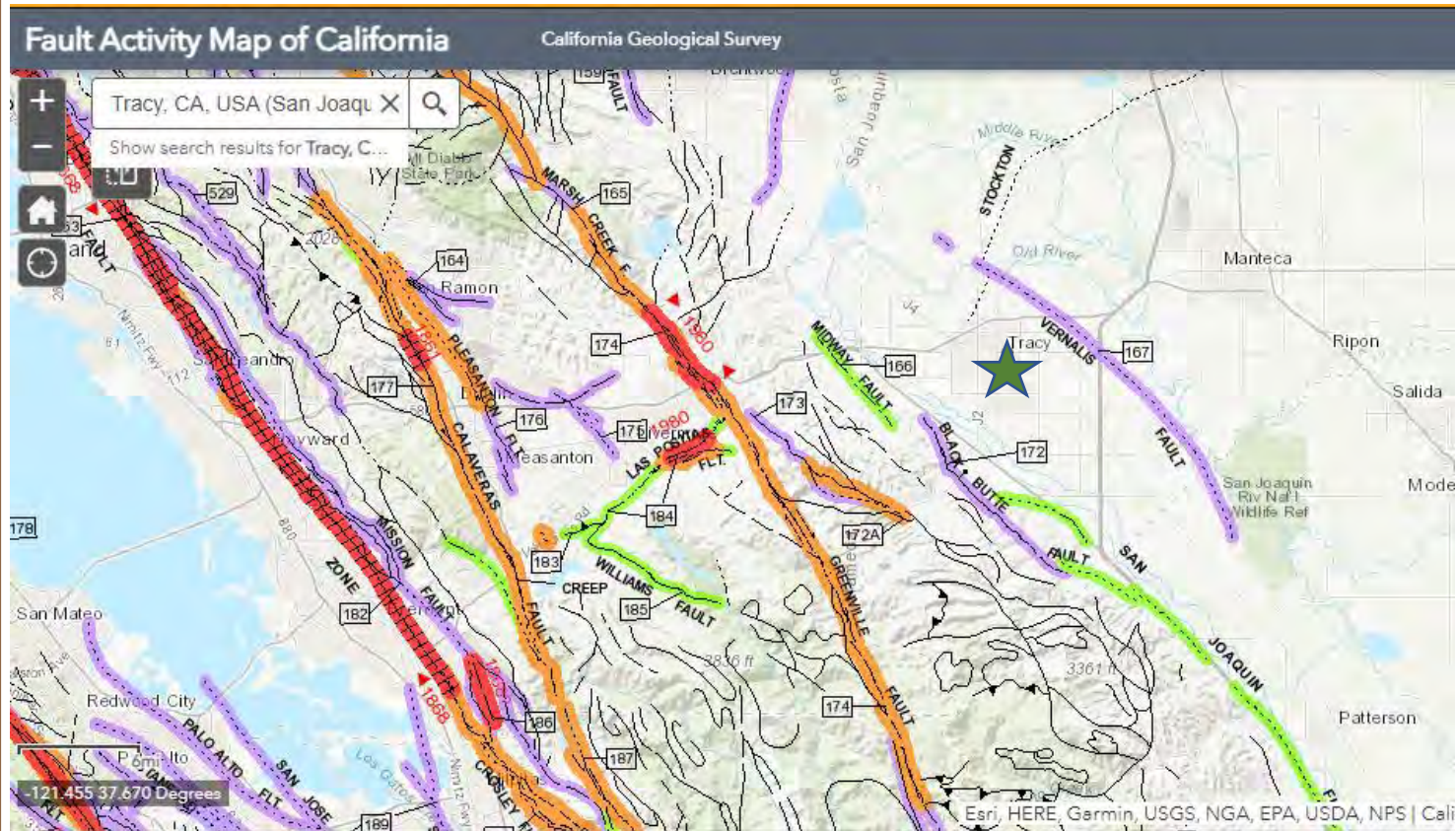




Think Inside the Triangle™

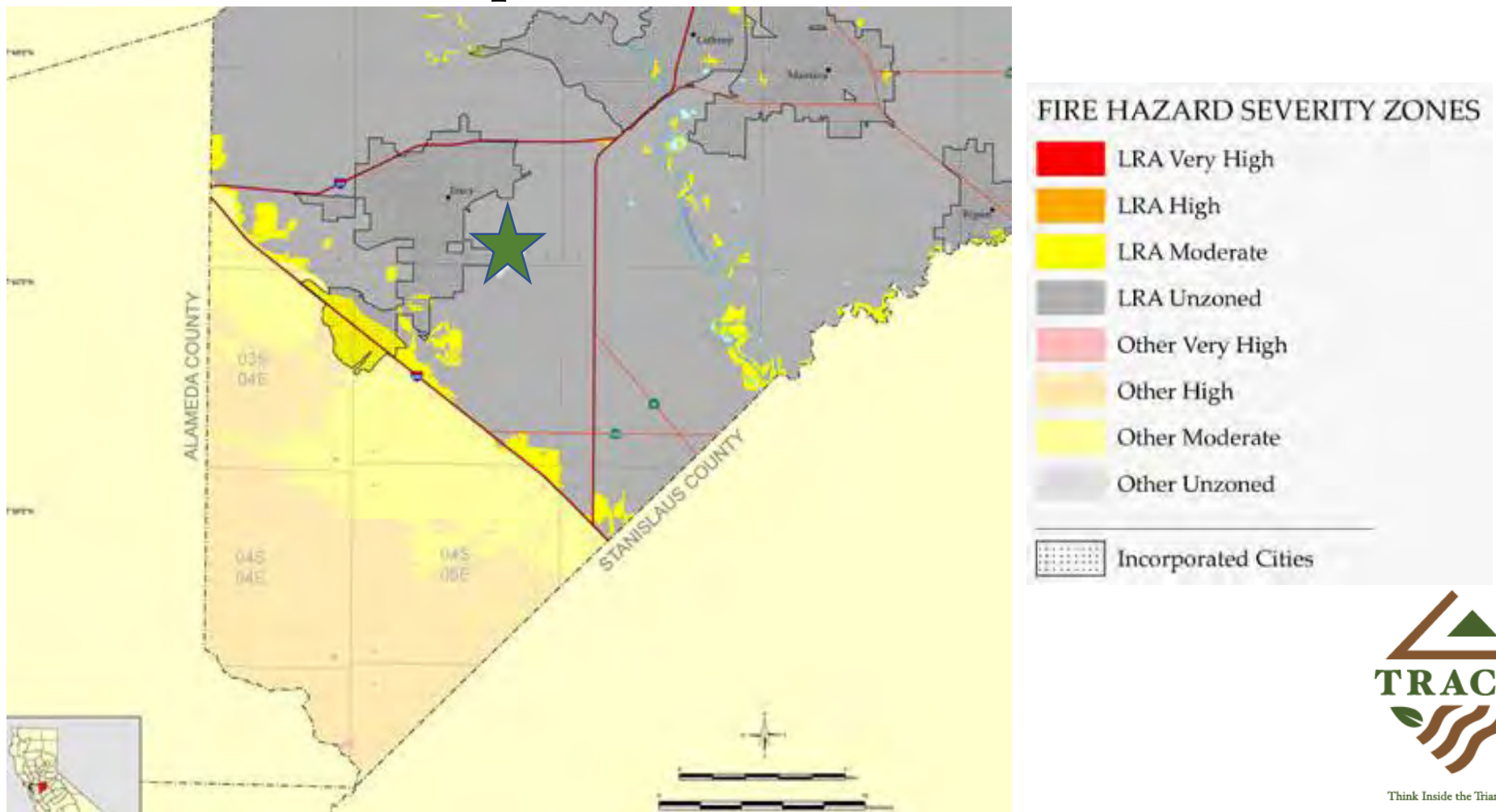
Findings for Local Amendments:

Proximity to Earthquake Faults and Potential Impacts of Seismic Activity



Findings for Local Amendments:

Fire Risk and Expansive/Corrosive Soils



Proposed Local Amendments and Appendices Include:

- Floodplain regulations update for General Plan consistency
- Construction standards for emergency housing
- Clarified fence permit exemptions for drowning prevention and to address seismic activity concerns
- Clarified building permit exemption for one-story >120' detached structures to meet wind and seismic demands
- Editorial changes for consistency and readability



Council Action

Staff recommends that the City Council adopt an ordinance:

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



2022 California Building Standards Code Adoption

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December 6, 2022

TRACY CITY COUNCIL

RESOLUTION 2022-_____

SETTING FORTH FINDINGS TO SUPPORT LOCAL AMENDMENTS TO THE 2022 CALIFORNIA CODE OF REGULATIONS, TITLE 24 PARTS 1-12, BY THE BUILDING SAFETY DIVISION OF THE DEVELOPMENT SERVICES DEPARTMENT AND THE COMMUNITY RISK REDUCTION DIVISION OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY. THE ADOPTION OF THIS ORDINANCE IS EXEMPT FROM CEQA PURSUANT TO SECTION 15061 (B)(3), THE "COMMON SENSE" EXEMPTION BECAUSE ADDING AND CLARIFYING LANGUAGE RELATED TO THE APPLICABILITY OF BUILDING CODES AFFECTS THE PROCESSING AND ISSUANCE OF MINISTERIAL PERMITS. MINISTERIAL PERMITS ARE ALSO EXEMPT FROM CEQA UNDER CEQA GUIDELINES SECTION 15268.

WHEREAS, Health and Safety Code Section 17958 provides that the City of Tracy ("City") shall adopt Ordinances and regulations imposing the same or modified or changed requirements as are contained in the regulations adopted by the State of California pursuant to Health and Safety Code Section 17922; and

WHEREAS, Health and Safety Code Section 17958.5 permits the City to make modifications or changes to the requirements contained in the provisions published in the California Building Standards Code and other regulations adopted pursuant to Health and Safety Code Section 17922 (hereinafter "Codes"); and

WHEREAS, Health and Safety Code Section 17958.7(a) requires that the City Council, before making any modifications or changes to the Codes, shall make an express finding that such changes or modifications are reasonably necessary because of local climactic, geographic, or topographic conditions; and

WHEREAS, Staff recommends that the City Council introduce an ordinance adopting, by reference, the 2022 California building and related codes, specifying which appendices apply to the City of Tracy, re-adopting certain existing sections of title 9 of the Tracy Municipal Code, adopting local standards related to emergency housing, straw-clay construction, corrosive soils, exterior pallet storage, radio amplification systems, other emergency responder requirements and flood plain regulations and set a public hearing date and time for adoption of the ordinance; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy makes the following findings supporting the local amendments to the California Code of Regulations, Title 24 Parts 1-12:

1. Amending Section 105.2 item 1 of the California Building Code clarifying building height of permit-exempted one-story detached accessory structures. This amendment is administrative in nature.
2. Amending Section 105.2 item 2 of the California Building Code specifying specific fence types that are not exempt from a building permit. This amendment is administrative in nature.
3. Amending Section 105.3.2 of the California Building Code clarifying the time limitations for permit applications. This amendment is administrative in nature.
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52. Amending Section R105.3.2 of the California Residential Code clarifying the time limitations for plan review applications and permissible extensions. This amendment is administrative in nature.
53. Amending Section R105.5 of the California Residential Code clarifying the time limits for building permits and permissible extensions. This amendment is administrative in nature.
54. Amending Table R301.2(1) of the California Residential Code by inputting jurisdictional specific information into the table (design criteria). This amendment is administrative in nature.
55. Amending Section R319.1 of the California Residential Code clarifying the requirements for address identification. This amendment is due to the local climatic and topographical conditions that create a wind tunnel effect increasing the speed at which fires spread and increasing exposure hazards to structures. The inclusion of these requirements will enable a quicker response by our Fire Department to an emergency fire event.
56. Amending AZ108.2.4 of the California Residential Code by requiring guardrail heights located at lofts to coincide with other provisions of the current California Residential Code. This amendment is administrative in nature.
57. Amending Section 104.3.3 of the California Plumbing Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.
58. Amending Section 104.4.3 of the California Plumbing Code clarifying the time limits for plumbing permits and permissible extensions. This amendment is administrative in nature.
59. Amending Section 104.4.4 of the California Plumbing Code clarifying extensions for plumbing permits. This amendment is administrative in nature.
60. Amending Section 106.3 of the California Plumbing Code by modifying the text of subsection 106.3 for penalties and violations. This amendment is administrative in nature.
61. Amending Section 104.3.3 of the California Mechanical Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.
62. Amending Section 104.4.3 of the California Mechanical Code clarifying the time limits for mechanical permits and permissible extensions. This amendment is administrative in nature.
63. Amending Section 104.4.4 of the California Mechanical Code clarifying the extensions for mechanical permits. This amendment is administrative in nature.
64. Amending Section 106.3 of the California Mechanical Code by modifying the text of subsection 106.3 for penalties and violations. This amendment is administrative in nature.
65. Amending Section 105.3.2 of the California Existing Building Code clarifying the time limits for plan review applications and permissible extensions. This amendment is administrative in nature.

- 66. Amending Section 105.5 of the California Existing Building Code clarifying the time limits for building permits and permissible extensions. This amendment is administrative in nature.
- 67. Amending Section 113.4 of the California Existing Building Code by modifying the text of subsection for penalties and violations. This amendment is administrative in nature.

SECTION 1. Department coordination included Fire Department review.

SECTION 2. The adoption of this ordinance is exempt from CEQA pursuant to section 15061 (b)(3), the "common sense" exemption because adding and clarifying language related to the applicability of building codes affects the processing and issuance of ministerial permits. Ministerial permits are also exempt from CEQA under CEQA Guidelines Section 15268.

The aforementioned amendments have been incorporated in detail in Ordinance _____; and be it

FURTHER RESOLVED: That the Building Division of the Development Services Department shall file copies of Resolution 2022-_____ and Ordinance _____ with the California Building Standards Commission as required by Health and Safety Code Section 17958.7.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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.C

RECOMMENDATION

Staff recommends that the City Council adopt a resolution: (1) dispensing, retroactively and prospectively, the bidding requirements under the California Public Contract Code (PCC) and Tracy Municipal Code (TMC) Section 2.20.260 for construction of interim housing solutions to address the City of Tracy's shelter emergency (previously declared under Resolution No. 2022-121 and California Government Code Section 8698.4); (2) authorizing the City Manager to take any directly related and immediate actions required by the shelter emergency, without giving notice for bids to let contracts, pursuant to PCC Section 22050 and TMC section 2.20.270(a); and (3) adopting requisite findings under the California Environmental Quality Act.

EXECUTIVE SUMMARY

On March 10, 2020, the Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. For the next two years, the City of Tracy (City) actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (Temporary Emergency Housing Project, CIP 71112). During this period, the City designed the facility and nearly completed Phase I of the Temporary Emergency Housing Project, consisting of groundwork and utility construction, and had anticipated opening the Temporary Emergency Housing Project by December 2022. However, in the summer of 2022, the City incurred a significant setback, after opening bids for the installation of the predesigned and prefabricated housing structure.

On August 16, 2022, after learning of the delay in constructing the Temporary Housing Shelter, the ongoing threat to the health and safety of the unsheltered population, and in anticipation of the necessity to protect the unsheltered from exposure to harsh weather conditions from the upcoming winter season, the Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis, pursuant to California Government Code 8698.4, to immediately address the increasing number of unsheltered individuals within the City. In addition to the declaration of the shelter emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions and dispensed the City's competitive bidding requirements for professional services, pursuant to Tracy Municipal Code (TMC) Section 2.20.140(b)(6).

At the time of adopting the Resolution, the City was exploring the leasing of fully constructed modular units to locate on Arbor Road and did not anticipate undertaking additional construction activities at the site. However, due to various site constraints and logistical issues, the City was forced to rapidly undertake certain construction activities to install the units and operate them with adequate health and safety protections.

California Public Contract Code Section 22050 provides that, in the case of an emergency, a public agency, pursuant to a four-fifths vote, may take any directly related and immediate action required for that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. Section 22050 also allows a public agency, pursuant to a four-fifths vote, to delegate, by resolution, to the City Manager the authority to order any action required for the emergency. Given the ongoing shelter crisis, the ongoing threat to the health and safety of the unsheltered population, and the imminent weather conditions of the upcoming winter season, staff requests that the Council dispense, for past actions and future actions, bidding requirements pursuant to California Public Contract Code Section 22050, delegate to the City Manager the authority to order any action required for the emergency, and dispense bidding requirements under TMC section 2.20.270(a).

BACKGROUND AND LEGISLATIVE HISTORY

On March 10, 2020, the City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to Government Code Section 8698.2. On September 1, 2020, Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112, to create a safe and dignified facility for residents experiencing homelessness. Phase 1 of the CIP, which included demolition of an existing structure, installation of underground utilities and grading, began in early 2022 and is nearly completed. Phase 2, which is to include the installation of above-ground prefabricated structures, additional utility improvements, and construction of roads, permanent fencing, and sidewalks was to begin in summer 2022. Only one bid was received, and the bid was deemed non-responsive, because the required federal compliance forms were not included in the bid packet. The bid also significantly exceeded the engineers' estimate. On August 16, 2022, staff recommended that Council reject the single bid received for the Temporary Emergency Housing Project and authorize staff to re-advertise and rebid the project. With the devastating setback, on August 16, 2022, the City Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals. Due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed competitive bidding requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6).

ANALYSIS

Given the complexity and magnitude of the homelessness crisis, further exacerbated by the COVID-19 pandemic, and the limited supply of affordable permanent housing options in the City and throughout San Joaquin County, there is a significant and immediate need for interim housing solutions in the City, including interim emergency housing. Concerns about the public health, safety, and welfare of unsheltered individuals grows as the months progress and winter conditions approach without options to shelter the unhoused. These conditions leave individuals without access to basic needs like shelter, food, water, and sanitation. The delay in the construction on the Temporary Emergency Housing Project has exasperated the need for immediate and urgent housing solutions, especially as the City's unsheltered population continues to increase.

To address these growing concerns, the City has focused on developing a targeted response to the homelessness crisis and has mobilized its departments to provide services above and beyond those previously available to homeless individuals. Since the adoption of the Resolution and in accordance with Council direction, the City Manager has executed several contracts under the authority of the Resolution 2022-121 and the Tracy Municipal Code. To fully inform the City Council and the public, an initial list of procurements of goods and services were ratified by the City Council on November 1, 2022, under Resolution 2022-162. Additional expenses for the interim solutions will be presented to the City Council on the December 6, 2022, agenda, for consideration and approval. These immediate procurements have prevented further delay that would exasperate the ongoing impacts to life, health, and property in the upcoming winter months, and, significantly, have resulted in providing 48 beds for individuals as of November 14, 2022, and another 39 beds anticipated to be available by the end of January 2023.

The Resolution, adopted on August 16, 2022, directed the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered population until the completion and opening of the Temporary Emergency Housing Project on Arbor Road. It also waived the competitive bidding requirements for professional services under the TMC, relating to the implementation of interim housing solutions. As noted above, at the time of adopting the Resolution 2022-121 the City was exploring the leasing of fully constructed modular units to locate on Arbor Road and did not anticipate undertaking additional construction activities at the site beyond what had already been completed as part of Phase 1 of the Temporary Emergency Housing Project. However, due to various site constraints and logistical issues, the City was forced to rapidly undertake certain construction activities to install the units and operate them with adequate health and safety protections.

California Public Contract Code Section 22050 and Tracy Municipal Code Section 2.20.260 set forth the bidding requirements for public projects. This bidding process for construction contracts is an extensive process that requires several months to properly complete. As noted above, at the time of adopting the Resolution 2022-121, the City was exploring the leasing of fully constructed modular units to locate on Arbor Road and did not anticipate undertaking additional construction activities at the site beyond what had already been completed as part of Phase 1 of the Temporary Emergency Housing Project. However, due to various site constraints and logistical issues, additional construction work did become necessary at the site. Adherence to the normal bidding process would have further delayed and hindered the City's ability to expeditiously provide interim housing solutions to the unsheltered and exacerbate the ongoing impacts to life, health, and safety of the unsheltered population, especially in the upcoming winter months. As such, the City was forced to rapidly undertake certain construction activities to install the units and operate them with adequate health and safety protections.

California Public Contract Code Section 22050 provides that, in the case of an emergency, a public agency, pursuant to a four-fifths vote, may take any directly related and immediate action required for that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. Section 22050 also allows a public agency, pursuant to a four-fifths vote, to delegate, by resolution, to the City Manager the authority to order

any action required for the emergency. Given the ongoing shelter crisis, the significant delay in the completion of the Temporary Emergency Housing Project, the ongoing threat to the health and safety of the unsheltered population, and the imminent weather conditions of the upcoming winter season, staff requests that City Council dispense bidding requirements pursuant to Public Contract Code Section 22050, delegate to the City Manager the authority to order any action required for the emergency, and dispense bidding requirements under TMC section 2.20.270(a) to allow the City to continue providing housing solutions for the unsheltered population.

FISCAL IMPACT

The Temporary Emergency Housing Project, CIP 71112, has a total project budget of \$10,013,851 and is funded by the General Fund and various grants, including American Rescue Plan Act (ARPA) and Community Development Block Grants (CDBG). Funding for the interim solution and operation of the shelter is funded by the General Fund and American Rescue Plan Act (ARPA) funds.

PUBLIC OUTREACH/ INTEREST

A Town Hall style activity was conducted at the Homeless Advisory Committee meeting on August 22, 2022. At this meeting the community gave feedback and support for solutions to Tracy's shelter crisis. Regular updates also have been provided to the Homeless Advisory Committee since August 2022.

COORDINATION

Coordinated efforts between City departments continue, including the Public Works Department, South County Fire Authority, Tracy Police Department, and the Code Enforcement team to proactively address issues related to homelessness and providing bi-weekly park clean-ups. These clean-ups also serve as an opportunity to educate the unsheltered population on available resources in the community and the upcoming transition plan once the shelter sites are onboard.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing Project at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution: (1) dispensing, retroactively and prospectively, the bidding requirements under the California Public Contract Code (PCC) and Tracy Municipal Code (TMC) Section 2.20.260 for construction of interim housing solutions to address the City of Tracy's shelter emergency (previously declared under Resolution No. 2022-121 and California Government Code Section 8698.4); (2) authorizing the City Manager to take any directly related and immediate actions required by the shelter emergency, without giving notice for bids to let contracts, pursuant to PCC Section 22050 and TMC section 2.20.270(a); and (3) adopting requisite findings under the California Environmental Quality Act.

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Sara Cowell, Director of Finance

Approved by: Michael Rogers, City Manager

TRACY CITY COUNCIL

RESOLUTION 2022-_____

-
- (1) DISPENSING, RETROACTIVELY AND PROSPECTIVELY, THE BIDDING REQUIREMENTS UNDER THE CALIFORNIA PUBLIC CONTRACT CODE (PCC) AND TRACY MUNICIPAL CODE (TMC) SECTION 2.20.260 FOR CONSTRUCTION OF INTERIM HOUSING SOLUTIONS TO ADDRESS THE CITY OF TRACY'S SHELTER EMERGENCY (PREVIOUSLY DECLARED UNDER RESOLUTION NO. 2022-121 AND CALIFORNIA GOVERNMENT CODE SECTION 8698.4);
- (2) AUTHORIZING THE CITY MANAGER TO TAKE ANY DIRECTLY RELATED AND IMMEDIATE ACTIONS REQUIRED BY THE SHELTER EMERGENCY, WITHOUT GIVING NOTICE FOR BIDS TO LET CONTRACTS, PURSUANT TO PCC SECTION 22050 AND TMC SECTION 2.20.270(A); AND
- (3) ADOPTING REQUISITE FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on March 10, 2020, the Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, for the next two years, the City of Tracy (City) actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (Temporary Emergency Housing Project, CIP 71112); and

WHEREAS, during this period, the City designed the facility and nearly completed Phase I of the Temporary Emergency Housing Project, consisting of groundwork and utility construction, and had anticipated opening the Temporary Emergency Housing Project by December 2022; and

WHEREAS, in the summer of 2022, the City experienced a significant setback after the opening of bids for the installation of the sprung structure, which would cause a significant delay in the completion of the Temporary Emergency Housing Project; and

WHEREAS, on August 16, 2022, due to this significant delay, the ongoing threat to the health and safety of the unsheltered population, and in anticipation of the necessity to protect the unsheltered from exposure to harsh weather conditions during the upcoming winter season, Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis, pursuant to California Government Code 8698.4, to immediately address the increasing number of unsheltered individuals within the City; and

WHEREAS, the Resolution also authorized the City Manager to take actions needed to expeditiously provide interim housing solutions and dispensed the City's competitive bidding

requirements for professional services, pursuant to Tracy Municipal Code (TMC) Section 2.20.140(b)(6); and

WHEREAS, during this time the City was also exploring the leasing and purchasing of fully constructed modular units to locate on Arbor Road and did not anticipate undertaking additional construction activities at the site; and

WHEREAS, due to various site constraints and logistical issues, the City was forced to rapidly undertake certain construction activities to install the units and operate them with adequate health and safety protections; and

WHEREAS, California Public Contract Code (PCC) Section 22050 provides that, in the case of an emergency, a public agency, pursuant to a four-fifths vote, may take any directly related and immediate action required for that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

WHEREAS, PCC Section 22050 also allows a public agency, pursuant to a four-fifths vote, to delegate, by resolution, to the City Manager the authority to order any action required for the emergency; and

WHEREAS, PCC Section 22050(c)(1) requires the City to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated; and

WHEREAS, TMC section 2.20.270(a) dispenses the bidding requirements for public projects defined under the PCC in the event of an emergency, and authorizes the City Manager to take any action required for the emergency; and now therefore be it

RESOLVED: That the City Council hereby finds and determines that the City of Tracy is experiencing an emergency as specified in PCC Section 22050 due to the growing unsheltered population in the City, the ongoing threat to the health and safety of the unsheltered population, and the imminent threat of exposure to harsh weather conditions during the upcoming winter season; and be it

FURTHER RESOLVED: That the City Council hereby finds and determines that there is substantial evidence that the emergency will not permit a delay resulting from a competitive solicitation of bids, and that dispensing the bidding requirements is necessary to respond to the emergency and to provide interim housing solutions to the unsheltered population; and be it

FURTHER RESOLVED: That the City Council hereby retroactively and prospectively dispenses the competitive bidding requirements under the PCC pursuant to its authority under PCC Section 22050 due to this emergency; and be it

FURTHER RESOLVED: That the City Council hereby delegates to the City Manager the authority to order any action required for the emergency pursuant to PCC Section 22050(b); and be it

FURTHER RESOLVED: That the City Council hereby dispenses the City of Tracy's bidding requirements for public projects defined under the PCC in the event of an emergency

pursuant to Tracy Municipal Code section 2.20.270(a), and authorizes the City Manager to take any action required for the emergency; and be it

FURTHER RESOLVED: That the City Council finds and determines that Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112), a Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing Project in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for Emergency Projects), no environmental impacts beyond those already analyzed for the CIP exist, and accordingly, no further CEQA analysis is needed.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 2022, by the following vote:

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

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

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

Agenda Item 3.D

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) ratifying, retroactively and prospectively, the following two construction contracts: (a) Tennyson Electric, Inc. (Tennyson) in the amount of \$125,000 for work performed and \$125,000 in anticipated work; (b) Tracy Grading & Paving (Tracy Grading) in the amount of \$220,000 for work performed; (2) (a) Authorizing an appropriation of \$470,000 from the City of Tracy's General Fund to fund the Tennyson and Tracy Grading contracts; and (b) amending the FY 2022-23 operating and capital budget to reflect such appropriation; (3) granting, retroactively and prospectively, to the City Manager additional authority to execute change orders to the contract awarded to GradeTech, Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project in the original amount of \$1,978,480 as follows: (a) \$790,000 for work performed; and (b) \$300,000 in anticipated work; and (4) adopting requisite findings under the California Environmental Quality Act.

EXECUTIVE SUMMARY

This agenda item is to provide a summary of various actions taken by staff to implement interim housing solutions for the declared shelter crisis and to receive ratification by the Tracy City Council (City Council) of these items. On August 16, 2022, the City Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis as the City of Tracy (City) continues to experience an increasing number of unsheltered individuals. Due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed the procurement requirements for professional services pursuant to Tracy Municipal Code (TMC) Section 2.20.140(b)(6).

At the time of adopting the Resolution, the City was exploring the leasing of fully-constructed modular units to locate on Arbor Avenue and did not anticipate undertaking additional construction activities at the site. However, due to various site constraints and logistical issues, the City Manager was forced to direct staff to rapidly undertake certain construction activities to install the units and operate them with adequate health and safety protections. To fully inform the City Council and the public, this agenda item summarizes certain actions taken by the City Manager to address the shelter emergency. Since the Resolution dispensed the competitive bidding requirements for professional services, the TMC requires that such authorizations be ratified by Council. By way of a separate agenda item, staff is requesting the City Council to dispense of bidding requirements under the California Public Contracts Code and the TMC.

In this agenda item, staff is requesting the City Council to take various actions needed to enable staff to implement the City Council's direction reflected in the Resolution: 1) ratification of additional activities undertaken by the City Manager pursuant to Resolution; (2) augmentation of the City Manager's contract authority for change orders to the GradeTech, Inc. contract previously awarded by the City Council; and (3) appropriation of General Fund amounts to fund additional construction work needed to implement the Resolution. These items are discussed in more detail below.

BACKGROUND AND LEGISLATIVE HISTORY

Given the complexity and magnitude of the homelessness crisis, further exacerbated by the COVID-19 pandemic, and the limited supply of affordable permanent housing options in the City and throughout San Joaquin County, there is a significant and immediate need for interim housing solutions in the City, including interim emergency housing. Concerns about the public health, safety, and welfare of unsheltered individuals grows as the months progress without options to shelter the unhoused.

On March 10, 2020, the Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2. For the next two years, the City actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (Temporary Emergency Housing Project, CIP 71112). On April 19, 2022, through Resolution No. 2022-052, the City Council awarded Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project in the amount of \$1,978,480 to GradeTech, Inc. This award was for "Phase I" of the Temporary Emergency Housing Project, consisting of groundwork and utility construction. The City had anticipated opening the Temporary Emergency Housing Project (referred to as "Phase II") by December 2022. However, in the summer of 2022, the City incurred a significant setback, after opening bids for the installation of the predesigned and prefabricated housing structure for Phase II.

On August 16, 2022, the City Council adopted Resolution No. 2022-121, which reaffirmed an emergency shelter crisis as the City of Tracy continues to experience an increasing number of unsheltered individuals. In addition to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions. The Resolution also dispensed the competitive bidding requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6).

Pursuant to the City Council direction granted in the Resolution, staff moved forward to house unsheltered residents of the City by installing prefabricated trailers. For the installation of the trailers, additional accommodations to the current site needed to be made, all of which were not within the original scope of work for GradeTech's contract. New work needed to be done included, but not limited to, additional groundwork and utility connections (water, sewer, electrical), installation of fencing and signage, and procurement of generators and furniture. Details of the breakdown of these additional costs are provided below.

ANALYSIS

Homelessness is perhaps the most visible social problem in modern life in the nation's metropolitan areas. Since the early 1980s, cities throughout the country have experienced sustained increases in the numbers of visibly homeless and in the numbers of individuals seeking temporary shelter in public and privately-run facilities (see *Journal of Urban Economics*, article dated December 2001).

As noted above, the Resolution waived the competitive bidding requirements for professional services pursuant to Tracy Municipal Code Section 2.20.140(b)(6) to provide the City Manager quicker options to secure services from interim shelter solutions. At the time, neither the procurement of additional goods and services, nor additional construction work, had not been

contemplated, so they were not addressed in the Resolution. On November 1, 2022, through Resolution No. 2022-162, the City Council ratified a set of actions that had been taken by the City Manager to address the shelter emergency. This item includes additional actions for consideration and ratification by the City Council.

California Public Contracts Code Section 22050 provides that, in the case of an emergency, a public agency, pursuant to a four-fifths vote, may take any directly related and immediate action required for that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. Section 22050 also allows a public agency, pursuant to a four-fifths vote, to delegate, by resolution, to the City Manager the authority to order any action required for the emergency. Similarly, the City Council may dispense bidding requirements under TMC section 2.20.270(a).

By way of a separate agenda item, staff is seeking the City Council to dispense of the bidding requirements under both the California Public Contracts Code and the TMC. Subject to approval of that item, staff is seeking, that through this agenda item, the City Council provide the requisite contract and budgetary authority staff needs to fully effectuate the Resolution.

As noted earlier, to quickly and appropriately respond to the shelter emergency and implement the Resolution, the City Manager has authorized various construction activities. The first component of work authorized related to additional groundwork and utility connections that were needed at the Arbor Avenue site. This work was appropriately effectuated as change orders to GradeTech’s contract. Thus far, the existing change orders consist of work totaling \$790,000, and an additional amount of change orders totaling \$300,000 are anticipated to be needed to complete the requisite work. Staff is seeking that the Council grant to the City Manager, both retroactively and prospectively, the contract authority for these change orders to GradeTech’s contract as the total amounts exceed the original authority that had been granted to the City Manager for change orders when the City Council awarded the contract to GradeTech.

In addition, to quickly address the shelter emergency, staff also employed the work of the construction contractors noted on Table 1, as they were immediately available to complete the needed work. The City Council needs to appropriate additional funds from the General Fund to satisfy this additional construction work.

TABLE 1 - ADDITIONAL CONSTRUCTION WORK PERFORMED TO ADDRESS SHELTER EMERGENCY

<u>Vendor</u>	<u>Summary</u>	<u>FY 2022/23</u>	<u>Total Not-to-Exceed Amount</u>
Tennyson Electric, Inc.	Installation of all Electrical Utilities for the Modulars and Containers sleeping quarters; funded by General Fund.	\$125,000 Completed + Anticipated work \$125,000	\$250,000
Tracy Grading & Paving	Site grading for contingency shelter capacity; funded by General Fund.	\$220,000 Completed	\$220,000

FISCAL IMPACT

Funding for the change orders to GradeTech's contract has already been appropriated to the Temporary Emergency Housing Project, CIP 71112, which has sufficient funds remaining in the budget to pay the proposed change order. An additional appropriation of \$470,000 from the City of Tracy's General Fund's fund balance is needed to pay Tennyson Electric, Inc., and Tracy Grading & Paving, as well as an amendment to the FY 2022-23 Operating and Capital Budget to reflect such appropriation.

PUBLIC OUTREACH / INTEREST

Several Public Outreach sessions were conducted by City Staff. A Town Hall style activity was conducted at the Homeless Advisory Committee meeting on August 22, 2022. At this meeting the community gave feedback and support for solutions to our shelter crisis.

COORDINATION

Coordinated efforts between City departments continue, including the Public Works Department, South San Joaquin County Fire Authority, Tracy Police Department, and the Code Enforcement team to proactively address issues related to homelessness and providing bi-weekly park clean-ups. These clean-ups also serve as an opportunity to educate the unsheltered population on available resources in the community and the upcoming transition plan once the shelter sites are onboard. The Ad Hoc Homeless Committee heard a summary of this item on October 20, 2022.

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020 for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan. More specifically, by adopting this new resolution, the City Council would reaffirm their commitment to follow through with the strategic priorities set forth in their Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) ratifying, retroactively and prospectively, the following two construction contracts: (a) Tennyson Electric, Inc. (Tennyson) in the amount of \$125,000 for work performed and \$125,000 in anticipated work; (b) Tracy Grading

& Paving (Tracy Grading) in the amount of \$220,000 for work performed; (2) (a) Authorizing an appropriation of \$470,000 from the City of Tracy's General Fund to fund the Tennyson and Tracy Grading contracts; and (b) amending the FY 2022-23 operating and capital budget to reflect such appropriation; (3) granting, retroactively and prospectively, to the City Manager additional authority to execute change orders to the contract awarded to GradeTech, Inc. for CIP 71112 Arbor Temporary Emergency Housing Project in the original amount of \$1,978,480 as follows: (a) \$790,000 for work performed; and (b) \$300,000 in anticipated work; and (4) adopting requisite findings under the California Environmental Quality Act.

Prepared by: Leisser Mazariegos, Associate Civil Engineer

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

Approved by: Michael Rogers, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-_____

(1) RATIFYING, RETROACTIVELY AND PROSPECTIVELY, THE FOLLOWING TWO CONSTRUCTION CONTRACTS: (A) TENNYSON ELECTRIC, INC. (TENNYSON) IN THE AMOUNT OF \$125,000 FOR WORK PERFORMED AND \$125,000 IN ANTICIPATED WORK; (B) TRACY GRADING & PAVING (TRACY GRADING) IN THE AMOUNT OF \$220,000 FOR WORK PERFORMED;

(2) (A) AUTHORIZING AN APPROPRIATION OF \$470,000 FROM THE CITY OF TRACY'S GENERAL FUND TO FUND THE TENNYSON AND TRACY GRADING CONTRACTS; AND (B) AMENDING THE FY 2022-23 OPERATING AND CAPITAL BUDGET TO REFLECT SUCH APPROPRIATION;

(3) GRANTING, RETROACTIVELY AND PROSPECTIVELY, TO THE CITY MANAGER ADDITIONAL AUTHORITY TO EXECUTE CHANGE ORDERS TO THE CONTRACT AWARDED TO GRADETECH, INC. FOR CAPITAL IMPROVEMENT PROJECT (CIP) 71112 ARBOR TEMPORARY EMERGENCY HOUSING PROJECT IN THE ORIGINAL AMOUNT OF \$1,978,480 AS FOLLOWS: (A) \$790,000 FOR WORK PERFORMED; AND (B) \$300,000 IN ANTICIPATED WORK; AND

(4) ADOPTING REQUISITE FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on March 10, 2020, the Tracy City Council (Council) adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, for the next two years, the City of Tracy (City) actively pursued the development and construction of a temporary housing shelter on City-owned land located on Arbor Avenue to serve as an ongoing full-service temporary housing solution for the City's unsheltered (Temporary Emergency Housing Project, CIP 71112); and

WHEREAS, during this period, the City designed the facility and nearly completed Phase I of the Temporary Emergency Housing Project, consisting of groundwork and utility construction, and had anticipated opening the Temporary Emergency Housing Project by December 2022; and

WHEREAS, in the summer of 2022, the City experienced a significant setback after the opening of bids for the installation of the sprung structure, which would cause a significant delay in the completion of the Temporary Emergency Housing Project; and

WHEREAS, on August 16, 2022, due to this significant delay, the ongoing threat to the health and safety of the unsheltered population, and in anticipation of the necessity to protect

the unsheltered from exposure to harsh weather conditions during the upcoming winter season, Council adopted Resolution No. 2022-121 (Resolution), which reaffirmed an emergency shelter crisis, pursuant to California Government Code 8698.4, to immediately address the increasing number of unsheltered individuals within the City; and

WHEREAS, due to the declaration of an emergency, the Resolution authorized the City Manager to take requisite actions needed to expeditiously provide interim housing solutions; and,

WHEREAS, during this time the City was also exploring the leasing and purchasing of fully constructed modular units to locate on Arbor Avenue and did not anticipate undertaking additional construction activities at the site; and

WHEREAS, the City moved forward to house unsheltered residents of the City by installing prefabricated trailers; and

WHEREAS, to install these trailers, additional accommodations to the current site needed to be made, all of which were not within the original scope of work for GradeTech's contract, and included additional groundwork and utility connections (water, sewer, electrical), installation of fencing and signage, and procurement of generators and furniture; and

WHEREAS, on November 1, 2022, through Resolution No. 2022-162, the Council ratified a set of actions that had been taken by the City Manager to address the shelter emergency; now, therefore, be it

RESOLVED: That the City Council hereby ratifies, retroactively and prospectively, the following two construction contracts: (a) Tennyson Electric, Inc. (Tennyson) in the amount of \$125,000 for work performed and \$125,000 in anticipated work; (b) Tracy Grading & Paving (Tracy Grading) in the amount of \$220,000 for work performed; and be it

FURTHER RESOLVED: That the City Council hereby authorizes an appropriation of \$470,000 from the City of Tracy's general fund to fund the Tennyson and Tracy Grading contracts; and (b) Amends the FY 2022-23 operating and capital budget to reflect such appropriation; and be it

FURTHER RESOLVED: That the City Council hereby grants, retroactively and prospectively, to the City Manager additional authority to execute change orders to the contract awarded to GradeTech, Inc. for Capital Improvement Project (CIP) 71112 Arbor Temporary Emergency Housing Project in the original amount of \$1,978,480 as follows: (a) \$790,000 for work performed; and (b) \$300,000 in anticipated work; and be it

FURTHER RESOLVED: That the City Council finds and determines that Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112), a Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing Project in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for Emergency

Projects), no environmental impacts beyond those already analyzed for the CIP exist, and accordingly, no further CEQA analysis is needed.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December 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.E

RECOMMENDATION

Adopting a Resolution authorizing 1) amendments to the Employment Agreement dated December 13, 2021, between Michael Rogers and the City of Tracy, to reflect a merit increase of 6% for an annual base salary of \$286,536 and other increases to total compensation and benefits, and 2) amending the Master Salary Schedule relating to the City Manager, effective December 11, 2022, to reflect such amendments.

EXECUTIVE SUMMARY

This report authorizes amendments to the Employment Agreement between Michael Rogers and the City of Tracy relating to compensation and benefits effective December 11, 2022 (Employment Agreement).

BACKGROUND AND LEGISLATIVE HISTORY

On December 7, 2021, the City Council approved an Employment Agreement for Michael Rogers to serve as the City Manager beginning on December 13, 2021. As the one-year employment anniversary for Mr. Rogers is approaching, the City Council conducted performance evaluations in November 2022. Based on those evaluations and a determination of outstanding performance, the City Council seeks to amend the Employment Agreement to reflect a merit increase and amend certain benefits, effective December 11, 2022.

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 public available pay schedule for employees who are members of CalPERS. State law requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel.

ANALYSIS

In reviewing the City Manager's performance, the City Council recommends a merit increase in the amount of 6% for an annual base salary of \$286,536, effective December 11, 2022. Contingent upon Council approval of the City of Tracy Compensation Philosophy, which is a separate agenda item for consideration and approval by the Council, the annual base salary for the City Manager classification will be adjusted to reflect the approved internal alignment principles.

Additional amendments, effective as of December 11, 2022, include: an increase in car allowance from \$500 to \$700 per month, prorated per pay period; an increase to the housing allowance from \$750 to \$1000 per month, prorated per pay period; an increase to vacation accrual from 160 hours to 200 hours per year through December 12, 2026; and of the cost of an annual executive physical examination, including the cost and time to attend the examination.

FISCAL IMPACT

The proposed changes will be absorbed within the established FY2022-23 budget through vacancy savings.

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

Adopting a Resolution authorizing 1) amendments to the Employment Agreement dated December 13, 2021, between Michael Rogers and the City of Tracy, to reflect a merit increase of 6% for an annual base salary of \$286,536 and other increases to total compensation and benefits, and 2) amending the Master Salary Schedule relating to the City Manager, effective December 11, 2022, to reflect such amendments.

Attachments:

- A – Amended Employment Agreement Between Michael Rogers and the City of Tracy
- B - Employment Agreement Between Michael Rogers and the City of Tracy dated December 13, 2021
- C – Master Salary Schedule Effective December 11, 2022

Amendment to Employment Agreement
City of Tracy and Michael Rogers
Page 1 of 3

AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN
MICHAEL ROGERS AND THE CITY OF TRACY

This Amendment to an Employment Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Michael Rogers, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

1. On December 7, 2021, the City Council approved an Employment Agreement ("Agreement") with Michael Rogers to serve as City Manager.
2. An employee evaluation was conducted during Closed Session on November 15, 2022, and the parties have agreed to amend certain compensation and benefit provisions contained in the Agreement.

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. **Amendment to Subsection A of Section 3.** Effective December 11, 2022, Subsection A, "Base Salary" of Section 3, "Compensation and Benefits" of the Agreement is hereby amended to read, in its entirety, as follows:

"The CITY agrees to pay EMPLOYEE an annual base salary of \$286,536, payable in accordance with a pre-determined schedule applicable to all CITY employees. This increase reflects a merit increase of 6%. Contingent upon Council approval of the City of Tracy Compensation Philosophy, the annual base salary will be adjusted to reflect the approved internal alignment principals."

3. **Amendment to Subsection E of Section 3.** Effective December 11, 2022, Subsection E, "Car Allowance" of Section 3, "Compensation and Benefits" of the Agreement is hereby amended to read, in its entirety, as follows:

"Employee is entitled to receive a car allowance of \$700 per month, prorated per pay period".

4. **Amendment to Subsection F of Section 3.** Effective December 11, 2022, Subsection F, "Housing Allowance" of Section 3, "Compensation and Benefits" of the Agreement is hereby amended to read, in its entirety, as follows:

"Employee is entitled to receive a housing allowance of \$1,000 per month, prorated per month, prorated per pay period, conditioned on maintaining his principal residence in the City of Tracy Incorporated area, or its sphere of influence as defined by the San Joaquin County LAFCO. Should EMPLOYEE no longer maintain a principal residence as provided above, the housing allowance shall be suspended during the period the EMPLOYEE's principal residence is not in the City of Tracy or its sphere of influence."

Amendment to Employment Agreement
City of Tracy and Michael Rogers
Page 2 of 3

5. **Amendment to Subsection J (1) of Section 3.** Effective December 11, 2022, Subsection 1 "Vacation Credit and Accrual" of Subsection J "Accrual and Use of Leave" of Section 3, "Compensation and Benefits" of the Agreement is hereby amended to read, in its entirety, as follows:

"Upon commencing employment, EMPLOYEE shall be credited with 80 hours of vacation leave. Thereafter, during the duration of employment with the CITY, EMPLOYEE shall accrue vacation leave at a prorated rate of 200 hours per year through December 12, 2026."

6. **Addition of Subsection M of Section 3.** Effective December 11, 2022, Subsection M "Annual Executive Physical" will be added to Section 3, "Compensation and Benefits" of the Agreement to read, in its entirety, as follows:

"The CITY agrees to provide for the cost and time to attend an annual executive physical examination, if desired and requested."

1. **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 requirement of the Agreement.

2. **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.

3. **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.

CITY OF TRACY (EMPLOYER)

MICHAEL ROGERS (EMPLOYEE)

Nancy Young, Mayor

Michael Rogers

DocuSigned by:
Michael Rogers
638BCFD4260840F...

Dated: _____

Dated: 11/23/2022 | 1:01 PM PST

ATTEST:

Adrienne Richardson, City Clerk

Dated: _____

Amendment to Employment Agreement
City of Tracy and Michael Rogers
Page 3 of 3

APPROVED AS TO FORM:

Bijal M. Patel, City Attorney

Dated: _____

EMPLOYMENT AGREEMENT
BETWEEN
MICHAEL ROGERS AND THE CITY OF TRACY

This Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Michael Rogers, an individual ("EMPLOYEE"), both of whom agree as follows:

RECITALS:

- A. The City Council has conducted an extensive recruitment process for the City Manager position and has carefully evaluated EMPLOYEE's knowledge, experience, administrative skills and abilities and has decided to appoint EMPLOYEE to the position of City Manager.
- B. The City desires to secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in employment, make possible full productivity by assuring EMPLOYEE's morale and peace of mind with respect to future security, and act as a deterrent against malfeasance or dishonesty for personal gain on the part of EMPLOYEE while also providing a just means for terminating EMPLOYEE's services at such time as EMPLOYEE may be unable to fully discharge EMPLOYEE duties due to age or disability; or when EMPLOYER may otherwise desire to terminate the EMPLOYEE.
- C. The parties have entered into this Agreement in recognition of the benefits accruing to each party. This Agreement will insure the retention of EMPLOYEE's services as City Manager and the performance of those duties in a manner which serves the best interests of the CITY, subject to the direction of the City Council.
- D. EMPLOYEE desires employment as the City Manager of the City of Tracy.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the parties agree as follows:

Section 1: Duties.

CITY agrees to employ Michael Rogers as City Manager of CITY to perform the functions and duties specified in Article 1 of Chapter 2.08 of Title 2, of the Tracy Municipal Code and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2: Term.

Except as otherwise expressly stated in this Agreement, the term of this Agreement shall be for an indefinite period of time. However, the EMPLOYEE serves at the will of City Council subject to the terms of Section 6 and 8 of this agreement. EMPLOYEE may resign at any time from EMPLOYEE'S position with the CITY provided EMPLOYEE gives the CITY 30 days written notice in advance and, in which event, EMPLOYEE forgoes any right to severance pay.

Section 3: Compensation and Benefits.

- A. Base Salary. The CITY agrees to pay EMPLOYEE an annual base salary of \$262,444, payable in accordance with a pre-determined schedule applicable to all CITY employees.

B. Cost of Living Adjustments. CITY agrees to increase the base salary automatically with any Cost of Living Adjustments provided to other employees covered by the most currently adopted Department Head Compensation and Benefit Plan.

C. Merit Increases in Compensation. CITY may also increase the base salary and/or other benefits of EMPLOYEE in the amount and to the extent as the CITY may determine that it is desirable to do so on the basis of an annual performance evaluation and salary review.

D. Health, Disability and Life Insurance Benefits. Upon commencement of employment, EMPLOYEE is entitled to receive the same health, disability and life insurance benefits provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

E. Car Allowance. EMPLOYEE is entitled to receive a car allowance of \$500 per month, prorated per pay period.

F. Housing Allowance. EMPLOYEE is entitled to receive a housing allowance of \$750 per month, prorated per pay period, conditioned on maintaining his principal residence in the City of Tracy incorporated area, or its sphere of influence as defined by the San Joaquin County LAFCO. Should EMPLOYEE no longer maintain a principal residence as provided above, the housing allowance shall be suspended during the period the EMPLOYEE's principal residence is not in the City of Tracy or its sphere of influence.

G. Cell Phone Allowance. During the duration of EMPLOYEE's employment with CITY, EMPLOYEE shall be entitled, at EMPLOYEE's option, to either a Cellular Phone allowance of \$660 per year, prorated and allocated per pay period, or use, for City business, of a City-owned and paid for Cellular Phone.

H. Management Benefit Plan. EMPLOYEE is entitled to receive an annual Management Benefit allowance in the amount of \$2,960 per calendar year to be used at EMPLOYEE's discretion for job related expenses or for professional development. The monies will be prorated and allocated per pay period and may be used for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

I. Relocation and Moving Expenses. CITY shall reimburse EMPLOYEE for relocation and moving expenses actually incurred (EMPLOYEE's household goods, receipts required), from his principal residence in Texas to a residence within the City of Tracy or its Sphere of Influence in an amount not to exceed \$18,000. EMPLOYEE shall provide documentation of these costs within one year of the date of employment, which shall be reviewed by the Finance Department and reimbursed for appropriate expenses under this paragraph.

J. Accrual and Use of Leave.

1. Vacation Credit and Accrual. Upon commencing employment, EMPLOYEE shall be credited with 80 hours of vacation leave. Thereafter, during the duration of employment with CITY, EMPLOYEE shall accrue vacation leave at a prorated rate of 160 hours per year through December 12, 2026. Thereafter, during the duration of employment with CITY, EMPLOYEE shall accrue vacation leave in the same amount as provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

2. Sick Leave Credit and Accrual. Upon commencing employment, EMPLOYEE shall be credited with 40 hours of sick leave. Thereafter, EMPLOYEE shall accrue sick leave at the rate of 96 hours per year, prorated per pay period.

3. Management Leave. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to business of the CITY, and to that end, EMPLOYEE will be allowed to accrue and use Management Leave as contained in the most currently adopted Department Heads Compensation and Benefits Plan.

Upon commencing employment, EMPLOYEE shall be credited with a prorated amount of 120 hours of management leave for the remainder of the 2021 calendar year.

4. Use of Leave. EMPLOYEE is entitled to accrue all leave, without limit, and if EMPLOYEE's employment is terminated, either voluntarily or involuntarily, EMPLOYEE shall be compensated for all unused accrued vacation leave at the rate of pay on the date of separation. EMPLOYEE shall be entitled to "buy back" vacation and Management Leave in the same manner as permitted for other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.

H. Deferred Compensation. CITY shall contribute 5% of EMPLOYEE's base salary to EMPLOYEE's 401 Plan deferred compensation.

I. CalPERS (California Public Employees' Retirement System). EMPLOYEE shall pay the full employee contribution share under the applicable CalPERS formula.

Section 4: Performance Evaluation.

It is mutually agreed that the adopted operating budget for each fiscal year generally contains the goals and objectives developed by the CITY. Within 90 days of the date of this Agreement, or at some other mutually agreeable time, EMPLOYEE and the City Council will meet to discuss and establish performance goals for EMPLOYEE. A facilitator selected by EMPLOYEE and agreeable to the City Council may facilitate the discussion. The fees for the facilitator shall be paid by the CITY. Thereafter, the City Council and EMPLOYEE shall meet on an annual basis to evaluate EMPLOYEE's performance. The City Council shall provide EMPLOYEE with a written performance evaluation in such format as the City Council may determine. If the City Council concludes EMPLOYEE's job performance warrants a salary increase for merit, the Council may grant a merit adjustment in an amount determined by the Council, to be effective on a date determined by the Council. Such merit adjustments may be granted on one or more occasions during the term of this Agreement.

Section 5: General Business Expenses. CITY agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE for continuing and full participation in national, regional, state and local associations, and organizations necessary and desirable for EMPLOYEE's continued professional participation, growth, and advancement, and for the good of the CITY. CITY shall review EMPLOYEE's requests for membership, professional development, and attendant travel thereto during the normal budget review process.

Section 6: Separation of Employment.

A. EMPLOYEE may voluntarily separate from CITY service by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of the resignation. This Agreement to provide a 30 day notice of resignation is an additional consideration for various benefits provided herein to EMPLOYEE. EMPLOYEE shall be entitled to no further compensation after the date of termination.

B. This Agreement shall terminate immediately upon the occurrence of any of the following events:

- (i) the death of EMPLOYEE;
- (ii) the loss by EMPLOYEE of legal capacity;
- (iii) conviction of a felony;
- (iv) the willful breach of material duty by the EMPLOYEE in the course of EMPLOYEE's employment;
- (v) repeated and protracted unexcused absences from the City Manager's office and duties;
- (vi) conviction of an illegal act involving personal gain to EMPLOYEE; or
- (vii) is found to have committed an unethical act involving personal gain to EMPLOYEE and resulting in expulsion from the International City Management Association (ICMA).

C. In the event of the termination of this Agreement for one of the causes enumerated in Paragraph B of this Section 6, EMPLOYEE is entitled to the compensation earned by EMPLOYEE before the date of termination as provided for in this Agreement computed pro rata up to and including that date; EMPLOYEE shall be entitled to no further compensation after the date of termination.

D. EMPLOYEE may not be removed from office within a period of 120 days immediately following a general municipal election held in the City at which a member of the Council is elected. (Tracy Municipal Code §2.08.080(b).)

Section 7: Reimbursement to CITY.

In accordance with Government Code sections 53243, 53243.1 and 53243.2:

A. If EMPLOYEE is placed on paid administrative leave pending an investigation, EMPLOYEE shall reimburse the pay to CITY if EMPLOYEE is subsequently convicted of a crime involving the abuse of EMPLOYEE's office or position;

B. If CITY pays for EMPLOYEE's legal criminal defense, EMPLOYEE shall fully reimburse the funds to the CITY if EMPLOYEE is subsequently convicted of a crime involving an abuse of EMPLOYEE'S office or position; and

C. If this Agreement is terminated, any cash settlement related to the termination that EMPLOYEE may receive from CITY must be fully reimbursed to CITY if EMPLOYEE is subsequently convicted of a crime involving an abuse of EMPLOYEE's office or position.

Section 8: Severance.

If EMPLOYEE involuntarily resigns or is terminated by the City Council for reasons other than those enumerated in Sections 6(A) or (B) above, EMPLOYEE is entitled to nine months of severance pay.

For the purpose of this Agreement, "severance" shall include base salary, CITY's contribution toward health benefit premiums, city paid life insurance premium and employer CalPERS retirement contributions subject to the limitations in Government Code Sections 53260 and 53261. The severance pay shall be paid in a lump sum payment to EMPLOYEE by the CITY within 15 working days after the effective date of EMPLOYEE's involuntary resignation or termination. As a prerequisite for CITY paying severance pay, EMPLOYEE shall sign and deliver to CITY a separation agreement approved by CITY.

Section 9: General Provisions.

A. Indemnification. CITY shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Manager. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered. It is expressly understood that the CITY is not responsible for any awards involving punitive damages.

B. Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under Title 2 of the Tracy Municipal Code.

C. Notices. Notices under this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY OF TRACY – EMPLOYER:

City Council of the City of Tracy
Attention: Mayor
333 Civic Center Plaza
Tracy, CA 95376

MICHAEL ROGERS – EMPLOYEE:

Michael Rogers
713 Sleepy Hollow Dr.
Cedar Hill, TX 75104

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Alternatively, notices required under this Agreement, may be personally served in the same manner as is applicable to civil judicial practice.

D. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

E. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. The amendments shall be incorporated and made a part of this Agreement.

F. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due EMPLOYEE from CITY under this Agreement as of the date of EMPLOYEE's death shall be paid to EMPLOYEE's executors, administrators, heirs, personal representatives, successors, and assigns.

G. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected, but shall remain in effect.

H. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.

I. Waiver. The parties shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party.

J. Effective Date. This Agreement shall become effective upon execution by both parties, provided however, that EMPLOYEE's first day of employment shall be on or before December 13, 2021.

CITY OF TRACY (EMPLOYER)

MICHAEL ROGERS (EMPLOYEE)



Nancy D. Young, Mayor

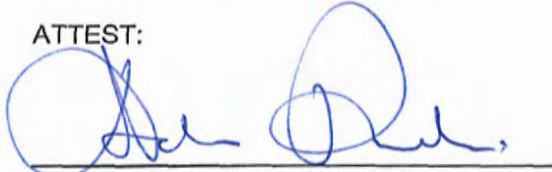


Michael Rogers

Dated: 12/10/2021

Dated: 11/21/2021

ATTEST:



Adrienne Richardson, City Clerk

Dated: 12 / 10 / 2021

APPROVED AS TO FORM:

Digitally signed by Riana
Daniel
Date: 2021.12.10
09:02:18 -08'00'

for Gregory J. Rubens, Interim City Attorney

Dated: 12/10/21

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
1530	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		11,020.62	23,878.00	286,536.00	137.7576
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	A	3,137.18	6,797.22	81,566.68	39.2148
			B	3,294.03	7,137.07	85,644.78	41.1754
		Non-Exempt	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				15.0000
			Max				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

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 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
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

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING 1) AMENDMENTS TO THE EMPLOYMENT AGREEMENT DATED DECEMBER 13, 2021, BETWEEN MICHAEL ROGERS AND THE CITY OF TRACY TO REFLECT A MERIT INCREASE OF 6% FOR AN ANNUAL BASE SALARY OF \$286,536 AND OTHER INCREASES TO TOTAL COMPENSATION AND BENEFITS, AND 2) AMENDING THE MASTER SALARY SCHEDULE RELATING TO THE CITY MANAGER, EFFECTIVE DECEMBER 11, 2022, TO REFLECT SUCH AMENDMENTS

WHEREAS, the City of Tracy approved an Employment Agreement with Michael Rogers on December 7, 2021 to hire Michael Rogers as its City Manager (Employment Agreement); and

WHEREAS, as the one-year employment anniversary for Mr. Rogers is approaching, the City Council conducted performance evaluations for Mr. Rogers in November 2022; and

WHEREAS, based on the evaluations and a determination of outstanding performance, the City Council desires to provide Mr. Rogers a merit increase of 6% for an increased annual base salary of \$286,536, effective December 11, 2022; and

WHEREAS, the Council desires to provide additional increases to the total compensation and benefits for Mr. Rogers to include: a car allowance of \$700 per month, prorated per pay period, a housing allowance increase from \$750 to \$1,000 per month, prorated per pay period; an increase to vacation accrual from 160 hours to 200 hours vacation accrual per year through December 12, 2026, and the cost and time to attend an annual executive physical examination, effective December 11, 2022; and

WHEREAS, the proposed amendments are reflected in the Amended Employment Agreement shown in Attachment A; 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 City Council to approve the rate of pay or classification titles in a public available pay schedule for employees who are members of CalPERS; and

WHEREAS, State law requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel and the proposed amendments to the Employment Agreement are reflected in the Proposed Master Salary Scheduled shown in Attachment C; and now therefore be it;

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

RESOLVED: That the City Council hereby approves and authorizes the execution of the the Amended Employment Agreement between Michael Rogers and the City of Tracy relating to compensation and benefits effective December 11, 2022, as shown on Attachment A; and be it further

RESOLVED: That the City Council hereby authorizes amendments to the City’s Master Salary Schedule, as set forth in the Proposed Master Salary Scheduled shown in Attachment C, to increase the salary of the City Manager position effective December 11, 2022; and be it further

RESOLVED: That the Proposed Master Salary Schedule shall become effective December 11, 2022.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December, 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.F

RECOMMENDATION

Staff recommends that City Council 1) adopt a resolution approving the City's response to the 2021/2022 San Joaquin County Grand Jury Report on Cybersecurity, Case No. 0321 (2021/2022), and 2) authorize the Mayor to sign the Response Letter.

EXECUTIVE SUMMARY

On June 15, 2022, the San Joaquin County Civil Grand Jury (Grand Jury) released its final consolidated yearly report. The Grand Jury Report examines and investigates local governmental activities within San Joaquin County and identified problem areas that local municipals should address. The 2021/2022 San Joaquin Grand Jury studied Cybersecurity. As part of this investigative report, the City is required to respond to the Grand Jury's findings and recommendations regarding the cybersecurity issues identified in the report.

State law requires the City to respond to the Grand Jury's findings and recommendations. Typically, staff drafts responses to grand jury reports and presents them to the Council for approval prior to submitting them to the Presiding Judge of San Joaquin County Superior Court. Staff requests that the City Council review the draft response letter and provide feedback to finalize it. This item further requests that the Council authorizes the Mayor to sign the final response letter on behalf of the Council.

BACKGROUND AND LEGISLATIVE HISTORY

The Grand Jury reviewed cybersecurity practices of the City of Tracy along with the other six incorporated cities in San Joaquin County to see if they were exercising due diligence in protecting information resources. The Grand Jury published a report on June 15, 2022. "The Grand Jury concluded that San Joaquin County (SJC) has mature and robust security policies and systems. The County's security architecture provided a model in evaluating each city's systems." A copy of the full report is attached as Attachment A. As to the City of Tracy, the report contained three findings and three recommendations addressing potential weaknesses in the City's cybersecurity defense. The City has either complied with the recommendation or is currently in the process of completing the recommended disaster preparedness plans. A copy of the City's response is attached as Attachment B.

The first finding noted that the City did not have a policy requiring the use of encrypted thumb drives use on City devices. In October 2022, the City adopted an administration policy requiring encryption of thumb drives used on City devices. The second finding noted that City needed to develop, adopt, and implement a formal Business Continuity Plan. The City is in the process of completing the Business Continuity Plan, which will include a component regarding responding to a cybersecurity threat and response. Staff plans to bring this Business Continuity Plan before City Council next year. The third recommendation noted that City needed to develop, adopt, and implement a formal Disaster Preparation Plan. The City is in the process of completing the Disaster Preparation Plan, which will include a component regarding responding to a

cybersecurity threat and response. The Disaster Preparation Plan will also be brought before City Council next year.

FISCAL IMPACT

There is no fiscal impact associated with this item.

COORDINATION

The Innovation and Technology Department coordinated with the Risk Management Division to develop the cybersecurity policies recommended in the Grand Jury report.

STRATEGIC PLAN

This action addresses and contributes to Council's Strategic Priority of Governance, Goal No. 1 "Model Good Governness, Teamwork, and Transparency".

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council 1) adopt a resolution approving the City's response to the 2021/2022 San Joaquin County Grand Jury Report on Cybersecurity, Case No. 0321 (2021/2022), and 2) authorize the Mayor to sign the Response Letter.

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Sara Cowell, Director of Finance

Approved by: Michael Rogers, City Manager

ATTACHMENTS:

Attachment A: 2021/2022 San Joaquin County Grand Jury Report

Attachment B: City of Tracy's Response to 2021/2022 San Joaquin County Grand Jury Report on Cybersecurity, Case No, 0321

2021–2022 San Joaquin County Grand Jury



San Joaquin County and Its Seven Cities: Cybersecurity: Local Defense Against a Global Threat Case #0321

Summary

We hear reports on a daily basis of cyberattacks occurring around the world. These attacks are becoming increasingly sophisticated, disruptive and expensive. Attacks on government agencies can disrupt essential services, crippling communities. Agencies small and large are equally vulnerable. There is an ever-growing demand for stolen data in an underground market. Compromise of information has proven to be a serious threat on the cyber battleground, both domestically and internationally. Bad actors hack intelligence, media and essential service systems. Other disasters such as floods, fires, storms or prolonged power outages can interrupt essential services if providers' information systems are not adequately secure. According to one expert witness interviewed by the 2021-2022 Grand Jury, "World War III will be fought in cyberspace, not on the battlefield."

Grand Jury members are not technical experts but sought to understand the cybersecurity landscape and local governments' management of their cybersecurity risks and vulnerabilities. In this investigation of information security of San Joaquin County and its seven cities, the 2021-2022 Grand Jury made a "point in time" assessment of each entity's Information Systems Department (ISD), focusing primarily on cybersecurity. The Grand Jury considered nine elements of any ISD and, through research of relevant literature and input from industry experts, established an expected standard for each of those elements. The Grand Jury then evaluated each of the agencies with respect to those expectations.

The Grand Jury concluded that San Joaquin County (SJC) has mature and robust security policies and systems. The County's security architecture provided a model in evaluating each city's systems. The Grand Jury determined that Escalon, Lodi and Stockton met a lay person's expectations for cybersecurity but were lacking either a formal Business Continuity Plan (BCP) or Disaster

Preparedness Plan (DPP). Lathrop, Manteca and Tracy were found to have adequate security systems in place but lack documented plans for both Business Continuity and Disaster Preparedness. Ripon was found to need improvement in meeting several of the Grand Jury's expectations, with lack of personnel being their greatest challenge.

The Grand Jury recommends that the County and affected cities:

- develop, adopt and implement a Business Continuity Plan;
- develop, adopt and implement an IT Disaster Preparedness Plan;
- remedy specific cybersecurity risks found in this investigation; and
- the City of Ripon undergo a data system security review by an expert third party to assess the City's IT systems and protocols.

The Grand Jury recognizes that cybersecurity is a dynamic process, a continually moving target which needs constant monitoring and updating.

Glossary

- **Access:** The ability and means to communicate with or otherwise interact with a system; to use system resources to manage information; to gain knowledge of the information the system contains; to control system components and functions.
- **Actor, bad actor, threat actor or attacker:** An individual, group, organization or government that attempts or executes an attack.
- **Attack:** An intentional attempt to gain unauthorized access to system services, resources or information; an attempt to compromise system integrity.
- **Authentication:** The process of verifying the identity or other attributes of an entity (user, process or device).
- **Authorization:** A process of determining, by evaluating applicable access control information, whether a subject is allowed to have the specified types of access to a particular resource.
- **BCP:** Business Continuity Plan. A document that sets forth procedures for the continued performance of core capabilities, critical operations and user services during any disruption or potential disruption.
- **CCISDA:** California County Information Services Directors Association. This is the official organization of the county IT directors and chief information officers throughout the state of California. CCISDA represents all 58 California counties in the area of information technology in county government.
- **CIO:** Chief Information Officer.
- **Computer Aided Dispatch Systems:** Used by dispatchers, call-takers, and 911 operators to prioritize and record incident calls, identify the status and locations of responders in the field and effectively dispatch responders.
- **Confidentiality:** A property of information that is not disclosed to users, processes or devices unless they have been authorized to access the information.
- **Cyber event or incident:** An occurrence that actually or potentially results in adverse consequences to an information system or the information that the system processes, stores or transmits and that may require a response action to mitigate the consequences. An occurrence that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies.

- **Cybersecurity:** The activity, process, ability, capability or state whereby information and communications systems and the information contained therein are protected from and/or defended against damage, unauthorized use, modification or exploitation.
- **DPP:** Disaster Preparedness Plan. A document that sets forth policies and procedures for restoration of information systems after a critical incident or event from any source. The plan addresses interim restoration of information operations in the short and medium term and full restoration of all capabilities in the longer term.
- **Data integrity:** The property that data is complete, intact and trusted and has not been modified or destroyed in an unauthorized or accidental manner.
- **Data security policy:** A rule or set of rules that governs the acceptable use of an organization's information and services to a level of acceptable risk and the means for protecting the organization's information assets.
- **Encryption:** The process of converting data into a form that cannot be easily understood by unauthorized people or agents.
- **Firewall:** A capability to limit network traffic between networks and/or information systems. A hardware/software device, or a software program, that limits network traffic according to a set of rules of what access is and is not allowed or authorized.
- **Hacker:** An unauthorized user who attempts to or gains access to an information system.
- **ISD:** Information Systems Department.
- **IT:** Information Technology.
- **KnowB4:** A proprietary security awareness training platform. KnowB4 is used by agencies for simulated phishing activities and other email compromise tests, as well as for other IT security training needs.
- **Malware:** Software that compromises the operation of a system by performing an unauthorized function or process.
- **Mobile device management tool:** A security software tool designed to help organizations secure, manage and monitor mobile devices such as smartphones and tablets.
- **Multi-factor authentication:** An electronic authentication mechanism in which a user is granted access to an application only after presenting two or more pieces of evidence (factors or keys only the authentic user knows or possesses).
- **Multi-layer security access:** Multi-layer security refers to a system that uses numerous components to shield the IT infrastructure. It is a defense mechanism that mitigates, delays or prevents threats.
- **Network or cyber infrastructure:** The information and communication systems and services composed of all hardware and software that process, store and communicate information; any combination of all these elements.
- **Next-generation systems:** Security systems consisting of both firewall and intrusion prevention systems built in, rather than as add-ons, along with the features of basic firewalls.
- **Phishing:** A digital form of social engineering to deceive individuals into providing sensitive information.
- **Phishing test:** A security training exercise designed to test users' vulnerability and reinforce vigilance.
- **Presidential Executive Order 14028:** "Improving the Nation's Cybersecurity" (issued May 12, 2021) requires agencies to enhance their cybersecurity system integrity.

- **Ransomware:** A type of malicious software designed to block access to a computer system until a sum of money is paid.
 - **Ransomware attack response plan:** A set of predetermined and documented procedures to detect and respond to a cyber incident involving demand for ransom for recovery and restoration of data or systems.
 - **Records Management System:** The management of records for an organization throughout the records' life cycle.
 - **Redundancy:** Additional or alternative systems, sub-systems, assets or processes that maintain a degree of overall functionality in case of loss or failure of another system, sub-system, asset or process. Typically applied to power supplies and data backup systems.
 - **Vulnerability:** A characteristic or specific weakness that renders an organization or asset (such as information or an information system) open to exploitation by a given threat or susceptible to a given hazard.
- Wi-Fi network:** A family of wireless network protocols used for local area networking of devices and internet access, allowing nearby digital devices to exchange data by radio waves.

Background

The 2008-2009 San Joaquin County Grand Jury reported on information technology security, finding that several County departments and two of the seven cities in the county met expectations for Information Technology (IT) security, while some County departments and five cities did not. Recommendations were made and generally accepted in agency responses. In terms of technology, 2008-2009 was at least a generation ago. Government agencies use and store vast amounts of sensitive data on their residents and their employees, including personal identification data, financial data, health data and legal data. Additionally, these agencies provide services essential to our day-to-day lives, including public safety (police and fire), public works, health services, water services and community development. The Grand Jury recognizes that we are lay people, hardly experts, in the field of IT. It was the intent of the 2021-2022 Grand Jury to examine how the county and city governments within San Joaquin County are exercising due diligence to protect information, defend against future cyberattacks, maintain current disaster plans and provide on-going training to employees in these matters.

Reason for Investigation

As stated in Presidential Executive Order 14028, "...the prevention, detection, assessment and remediation of cyber incidents is a top priority and essential to national economic security."

San Joaquin County has experienced ransomware and cybersecurity attacks firsthand. School districts, municipalities and county agencies have been victimized in recent years. Given the rise in complexity of IT, the current sophistication of cybercrime, and the essential nature of government services provided, the 2021-2022 Grand Jury undertook an investigation into the current state of security and disaster preparedness of the IT systems of San Joaquin County and the seven incorporated cities within the county.

Method of Investigation

The 2021-2022 Grand Jury surveyed six San Joaquin County IT department heads and the City Manager or City Administrator of each of the seven cities in the county; each responded to the survey. Subsequently, an agency IT department head or staff member, an IT consultant or a city administrator was interviewed to clarify responses and to provide additional material when applicable. The Grand Jury also interviewed independent cybersecurity experts. The expert witnesses have collectively more than 50 years' experience at diverse levels of government ranging from county to state to national information systems and cybersecurity. IT executives from one school district were also interviewed. For this investigation, the Grand Jury interviewed 16 individuals and attended cybersecurity presentations.

The Grand Jury also reviewed numerous websites and newspaper and magazine articles relevant to this investigation. Additionally, the Grand Jury reviewed documents provided, including network diagrams, ransomware insurance policies and other items.

Materials Reviewed

- 2021-2022 San Joaquin County Grand Jury surveys
- Biden, Joseph. *Executive Order on Improving the Nation's Cybersecurity*. 12 May 2021. Executive Order#14028
- *California Joint Cyber Incident Response Guide*. California Office of Emergency Services Cyber Security Integration Center, 2 Aug. 2021
- *Cyber Attack Preparedness in Contra Costa County*. Contra Costa County Civil Grand Jury, 2021. Report 2104
- *Digital Services and Innovation Strategy*. San Joaquin County, 19 Nov. 2020
- *How to Develop a Ransomware Remediation Plan*. Rubrik, 2021
- *Information Technology Security*. 2018-2019 Santa Barbara County Grand Jury, 2019
- *Information Technology Security: Cities and San Joaquin County*. 2008/2009 San Joaquin County Grand Jury, 2009. Report No.03-08
- *Ransomware Defense for Dummies--2nd Edition*. 2nd ed., Cisco Umbrella, 2021

Websites Visited

- Cybersecurity & Infrastructure Security Agency. "CYBERSECURITY | CISA." *Cisa.gov*, Cybersecurity and Infrastructure Security Agency, 2019, www.cisa.gov/cybersecurity. Accessed 6 May 2022.
- Federal Trade Commission, and Alvaro Puig. "Cybersecurity Advice to Protect Your Connected Devices and Accounts." *Sjgov.org*, 24 Mar. 2022, www.sjgov.org/departments/da/consumer-alerts/consumer-alerts/2022/03/24/cybersecurity-advice-to-protect-your-connected-devices-and-accounts. Accessed 6 May 2022.
- Kuykendall, By Kristal. "Cybersecurity Experts Call for More Transparency and Immediate Resources for Schools -." *The Journal*, 17 Mar. 2022, thejournal.com/Articles/2022/03/17/Cybersecurity-Experts-Call-For-More-Transparency-and-Immediate-Resources-for-Schools.aspx?Page=1. Accessed 6 May 2022.

- Marcum Accounts Advisors. “What Is a SOC 2?” *The SSAE 18 Reporting Standard - SOC 1 - SOC 2 - SOC 3 (Formerly SSAE 16)*, 8 Jan. 2022, www.ssaе-16.com/faq/what-is-a-soc-2/. Accessed 30 Apr. 2022.
- National Institute for Cybersecurity Careers and Studies. “Cybersecurity Glossary | National Initiative for Cybersecurity Careers and Studies.” *Niccs.cisa.gov*, niccs.cisa.gov/about-niccs/cybersecurity-glossary. Accessed 6 May 2022.
- Unisys. “Cyber Attacks--What You Need to Know.” *Unisys*, 2022, www.unisys.com. Accessed 6 May 2022.

Discussions, Findings and Recommendations

General Discussion

The Grand Jury recognizes cybersecurity is an extremely complicated topic. Specialized knowledge, experience and expertise are required for a deep understanding of what is necessary for adequate policies, systems and architecture. Lacking such specialized knowledge, the Grand Jury researched numerous sources, including recognized experts in this field to determine the following elements of any ISD and to define the following expectations for adequate cybersecurity in today’s environment.

Expectations

- **Organization:** Each organization should have a detailed Organization Chart demonstrating the structure of its independent IT department. Cities lacking an independent IT department should have a chart showing where IT resides in their overall structure.
- **Network Diagram:** Each organization should have a detailed network diagram indicating the relationships between all IT architectural elements. Best-practice guidelines suggest that this diagram be confidential.
- **Data Confidentiality:** Each organization should have an organization-wide policy determining data confidentiality and access control. Policy for data access should be clearly defined and desk-specific or station-specific.
- **Data Security:** Each organization should have next-generation systems and controls to ensure both physical and cyber security for all IT assets. Next-generation firewalls and endpoint management systems provide protection against ever-evolving means of cyberattack. Data should be protected with daily or continuous backup and archival systems. Backups should be protected against corruption, external encryption and/or destruction. Agencies should require multi-factor authentication for access to network systems.
- **Business Continuity Plan (BCP):** Each organization should have a detailed, current, comprehensive plan for restoring services in the event of disruption from any source.
- **Disaster Preparedness Plan (DPP):** Each organization should have a formal, detailed plan to prepare for various possible IT disruptions. This plan should be tested frequently and updated regularly.
- **Ransomware Policy:** Each organization should have an internal (confidential) documented policy for agency response to a ransomware attack.

- **Cyber Event Insurance:** Each organization should have insurance coverage to help offset economic losses from cyber events.
- **Ongoing Employee Training:** Each organization should provide rigorous, frequent training and ongoing testing of all employees as an integral part of its cybersecurity profile.

Survey Results:

The table below indicates whether an agency met (**M**), did not meet (**NM**) or was in the process of meeting (**IP**) the nine defined expectations.

	Org Chart	Network Diagram	Data Confidentiality	Data Security	BCP	DPP	Ransomware Policy	Cyber Insurance	Training
SJC	M	M	M	M	M	M	NM	M	M
Escalon	M	M	M	M	NM	M	M	M	M
Lathrop	M	M	M	M	NM	M	NM	NM	M
Lodi	M	M	M	M	IP	M	M	M	M
Manteca	M	M	M	M	M	M	IP	IP	M
Ripon	M	M	M	M	NM	NM	NM	M	M
Stockton	M	M	M	M	M	M	NM	M	M
Tracy	M	M	M	M	IP	IP	NM	M	M

1.0 San Joaquin County–Discussion

In November 2020, San Joaquin County released a three-year (2020-2023) strategic plan for ensuring continuing security, efficacy, cost-effectiveness and best-service outcomes to all end-users of County services and systems. The plan document “San Joaquin County Digital Services and Innovation Strategy” established goals for County digital service systems. These goals—Modernizing and Leveraging Our Technology Environment—address objectives for a security posture:

1. Acquire and implement cybersecurity technology to enable SJC to develop industry-leading capabilities to help mitigate and address cybersecurity risk.
2. Develop and mature security governance and processes to meet or exceed industry standards, enhance security enforcement partnerships, and strengthen County practices.
3. Develop a robust security training program for the County workforce, including enhanced training and development for the security workforce.

Excerpt from “San Joaquin County Digital Services and Innovation Strategy,” November 19, 2020 (page 6)

San Joaquin County has met these objectives and continues to update and enhance these processes as the cybersecurity landscape continues to evolve.

San Joaquin County ISD oversees all County departments, making it one of the largest county ISDs in California. San Joaquin County ISD is an active participant in the California County Information Systems Department Association (CCISDA). This association provides opportunities for counties to share information and experiences and offers guidance, such as standards for best-practice policies. Several large and specialized departments within the County have their own IT departments and department chiefs who report to the County's Chief Information Officer. Additionally, SJC has a dedicated Information Security Officer. All these IT executives form a cybersecurity governance committee which meets monthly, with subgroups meeting more frequently as needed. County ISD and Human Resource Departments conduct frequent and on-going employee training and testing using proprietary software. In addition to these County departments, several Independent Special Districts in SJC use County IT services through various memoranda of understanding. The only element of the defined expectations not met by SJC is having an internal documented policy for response to a ransomware attack. San Joaquin County is a model agency in the realm of information technology and maintenance of cybersecurity.

Findings

F1.1 San Joaquin County does not have a formal internal policy concerning payments or procedures in ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of such an attack.

F1.2 San Joaquin County has an exemplary profile regarding cybersecurity and should serve as a model for other government agencies within San Joaquin County.

Recommendations

R1.1 By November 1, 2022, the San Joaquin County Board of Supervisors, in conjunction with San Joaquin County ISD, develop, adopt and implement a formal internal policy and procedure for response to a ransomware attack.

2.0 City of Escalon–Discussion

The City of Escalon does not have an independent IT department but has a contract agreement with Mid Valley IT to provide all IT services. In the City organization, IT functions report to the Finance and HR Directors. Each employee is given a level of access according to assigned responsibilities within their department. All employees receive information security training specific to their responsibilities as well as general security awareness training. The IT consultant employs an aggressive multi-layered approach to mitigate security threats through software and hardware protection measures. Critical or confidential data is stored in multiple cloud-based locations and systems employing numerous safeguards, including use of multi-factor authentication for access.

IT functions are protected with a standby generator and redundant backups in case of a system failure. The generator is tested periodically for functionality.

The City of Escalon met all but one of the expectations for adequate cybersecurity. Escalon is by far the smallest city in San Joaquin County, but by using a contracted IT service provider, Escalon is meeting its cybersecurity needs. The City of Escalon does not have a documented Business Continuity Plan.

Findings

F2.1 The City of Escalon does not have a documented Business Continuity Plan, leaving the City relatively unprepared to restore essential services in a disruptive event.

Recommendations

R2.1 By January 1, 2023, the Escalon City Council, in conjunction with Mid Valley IT, develop, adopt and implement a Business Continuity Plan.

3.0 City of Lathrop–Discussion

The City of Lathrop met six of the expectations for the nine elements considered in this investigation. Lathrop’s IT organization includes a Director of Information Technology at the cabinet leadership level, a policy strongly recommended by an IT expert for maximum IT security. Including the Director of IT in frequent, regular meetings with other department heads allows effective communication of IT security needs to all City departments.

Expectations for data confidentiality and data security were met. However, use of multi-factor authentication for system access was not universal at the time of this investigation, leaving Lathrop at higher risk of attack. Lathrop provides an unsecured public Wi-Fi network, separate from the City’s secure business network and accessible to any user. Hackers or other bad actors could take advantage of the unsecured network, possibly resulting in compromise of log-in credentials from that network and possibly exposing the City to costly liability suits. Lathrop was in the process of developing and approving a BCP and DPP plan at the time of this investigation. Similarly, the City was updating an internal policy for response to a ransomware attack. At the time of this investigation, Lathrop lacked insurance against losses incurred in a cybersecurity incident.

Findings

F3.1 The City of Lathrop does not employ multi-factor authentication universally, leaving City systems more vulnerable to the activities of bad actors.

F3.2 The City of Lathrop provides an unsecured public Wi-Fi network. Misuse of this unsecured network could expose the City to liability risks.

F3.3 The City of Lathrop does not have an approved Business Continuity Plan, rendering the City relatively unprepared to restore essential services in a disruptive event.

F3.4 The City of Lathrop does not have a formal internal policy or procedure to address ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of such an attack.

F3.5 The City of Lathrop does not have an insurance policy covering financial losses from a cyberattack, possibly exposing City financial resources.

Recommendations

R3.1 By November 1, 2022, the Lathrop City Council, in conjunction with the City's IT department, develop, adopt and implement a procedure for universal multi-factor authentication for access to City data.

R3.2 By November 1, 2022, the Lathrop City Council, in conjunction with the City's IT department, provide a secure public Wi-Fi network.

R3.3 By January 1, 2023, the Lathrop City Council, in conjunction with the City's IT department, develop, adopt and implement a Business Continuity Plan.

R3.4 By November 1, 2022, the Lathrop City Council, in conjunction with the City's IT department, develop, adopt and implement a formal internal policy and procedure for a ransomware attack.

R3.5 By January 1, 2023, the Lathrop City Council, in conjunction with the City's IT department, obtain an insurance policy to mitigate fiscal impact resulting from cyberattack or other critical information system loss.

4.0 City of Lodi–Discussion

The City of Lodi has a large IT division, responsible for all IT functions of the City. The division is responsible for the integrity of the City's cyber infrastructure, maintenance and support of all hardware and software, and assuring secure access to all network resources. Lodi fell victim to a ransom attack in April 2019. That unfortunate event caused the City to change its management of cybersecurity, significantly elevating the importance of vigilance by all City staff. Lodi has implemented a robust cyber awareness training program for all City employees, incorporating education in tactics used by bad actors both inside and outside the City's network. Monthly training is followed by testing in topics covered. Citywide campaigns occur quarterly to test employee response to phishing and other email-based attacks. The IT division head reports directly to the Deputy City Manager and meets regularly with all City department heads. The City of Lodi met all expectations for cybersecurity except for having a completed, up-to-date Business Continuity Plan. The City has contracted a business consulting firm to create a BCP, projected to be completed and implemented by the end of June 2022.

Findings

F4.1 The City of Lodi does not have an approved Business Continuity Plan, rendering the City relatively unprepared to restore essential services in a disruptive event.

F4.2 The City of Lodi has implemented an excellent cyber awareness training program for all employees minimizing risk to damage from cyberattack.

Recommendations

R4.1 By January 1, 2023, the Lodi City Council, in conjunction with the City's IT division, develop, adopt and implement a Business Continuity Plan.

5.0 City of Manteca–Discussion

The City of Manteca met seven of the nine expectations considered in this investigation. Manteca's Information Technology department is independent in the City's organization. The department director reports directly to the City Manager and meets weekly with other City department heads. User level of access is determined by position, background and other departmental factors. Employees are trained on a regular basis. The training is mandatory for all employees. Hard drives are encrypted, and a Mobile Device Management tool is used for tablets, laptops and phones.

Manteca's ISD is currently updating its Information Technology Security Policy. This comprehensive policy has not been updated since 2010. Manteca's Department of Information Technology and Innovation is collaborating with City administration and the City Attorney to update all policies relating to information technology security. Similarly, the City is in the process of bringing both hardware and software systems up to next-generation standards with new firewall, malware, user access, backup systems and applications in place. Employee training is executed through KnowB4, an industry-standard cybersecurity training program which includes phishing and other email compromise testing.

Regarding firewalls and switches, roughly 60% still operate off single rather than dual or redundant power supplies. Over the next five years, the City is phasing out older devices as they reach end-of-life.

Findings

F5.1 The City of Manteca has an Information Technology Security Policy which has not been updated since 2010, leaving the City relatively unprepared for a cyber event.

F5.2 The City of Manteca lacks a policy and procedure for ransomware attacks. This absence of policy could cause confusion, delay, and greater loss of security in the event of such an attack.

F5.3 The City of Manteca has a significant number of security devices with single power supplies. This lack of redundant power presents vulnerability in major or prolonged power outages.

Recommendations

R5.1 By January 1, 2023, the Manteca City Council, in conjunction with the City's ISD, develop, approve and implement an updated Information Technology Security Policy.

R5.2 By January 1, 2023, the Manteca City Council, in conjunction with the City's ISD, develop, approve and implement a confidential policy and procedure for response to a ransomware attack.

R5.3 By March 1, 2023, the Manteca City Council, in conjunction with the City's ISD, develop, approve and adopt an updated timeline to replace single-powered units with dual-powered or redundant-powered units in their network architecture.

6.0 City of Ripon–Discussion

The City of Ripon has experienced turnover and vacancies in the IT Department in the past year. The Director of IT resigned in early 2021. Subsequently, another IT Director was hired but resigned within three months. The City has contracted with a former IT employee as a temporary IT Director and is currently updating the job description for a permanent director of the IT functions.

The City's organization chart does not include an IT department or department head. The only IT position shown is within the Police Department.

Data confidentiality is maintained through a three-tiered access structure. Management supervisors for each City department determine who has access to appropriate information. Sensitive data is held within a Computer Aided Dispatch Program or a Records Management System within the IT division of the Ripon Police Department. The sensitivity of data with all other City departments is determined by supervisors.

Findings

F6.1 It is unclear in the City of Ripon's Organization Chart where responsibilities for IT and IT security lie, creating confusion over who is responsible to act in a disruptive event.

F6.2 The City of Ripon has a rudimentary network diagram outlining the City's router and firewall relationship with networks used, but the diagram lacks detail, leaving uncertainty about data security.

F6.3 Although the City of Ripon met expectations in the areas of data confidentiality and security, lack of IT staff and leadership leaves these areas vulnerable to cyberattack.

F6.4 The City of Ripon lacks a Business Continuity Plan, rendering the City relatively unprepared to restore essential services in a disruptive event.

F6.5 The City of Ripon does not have a Disaster Preparedness Plan, leaving the City at risk for significant delay and cost to restore IT systems in the event of a disaster.

F6.6 The City of Ripon does not have a formal policy or procedure to address ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of an attack.

Recommendations

R6.1 By January 1, 2023, the Ripon City Council develop and make public an updated City Organization chart showing details of the City's IT functions, including all IT positions.

R6.2 By January 1, 2023, the Ripon City Council develop and adopt a detailed Network Diagram to decrease security vulnerabilities.

R6.3 By January 1, 2023, the Ripon City Council obtain a third-party security review of the City's IT department assets, positions, and policies and an evaluation of data confidentiality, security systems and protocols.

R6.4 By January 1, 2023, the Ripon City Council develop, adopt and implement a formal Business Continuity Plan.

R6.5 By January 1, 2023, the Ripon City Council develop, adopt and implement a formal Disaster Preparedness Plan for IT functions.

R6.6 By January 1, 2023, the Ripon City Council develop, adopt and implement a formal internal policy and procedure for response to a ransomware attack.

7.0 City of Stockton–Discussion

The City of Stockton has a large IT department that oversees IT functions for all the City's other departments. Data confidentiality and user access are determined departmentally, following uniform standards. Information is protected by many safeguards aiming not only to minimize risk of penetration but also to detect any breach that might occur. Stockton has both a BCP and a DPP. Stockton is one of very few cities having license to use a cybersecurity tool integrating the City with the State of California's Office of Emergency Services. Stockton's IT Director meets weekly with other department heads, updating them on all matters related to cybersecurity.

Stockton met each of the cybersecurity expectations except for the presence of a documented internal policy and procedure for response to a ransomware attack. However, the City does have a Cybersecurity Response Book detailing response procedures for other cyber events. Employee security awareness training is required every six months.

Findings

F7.1 The City of Stockton does not have a formal internal policy concerning payments or procedures in ransomware attacks. This absence of policy could cause confusion, delay and greater loss of security in the event of an attack.

F7.2 The City of Stockton has a large IT Department which places cybersecurity and disaster preparedness at a high priority, minimizing risk to the City's information and service systems.

Recommendations

R7.1 By November 1, 2022, the Stockton City Council, in conjunction with the City’s IT department, develop, adopt and implement a formal internal policy and procedure for response to a ransomware attack.

8.0 City of Tracy–Discussion

The City of Tracy met all expectations for cybersecurity or was in the process of meeting them when surveyed. The City has an Information Technology Division, which is part of the Finance Department. This division supports all departments and functions of the City except water treatment. Data confidentiality and security are guaranteed with industry-leading, next-generation firewalls and network access controls. Data storage, backup and cybersecurity are monitored continually. The IT Manager meets every two weeks with all other City department heads to address IT issues, including cybersecurity.

Tracy does not require encryption of thumb drives used on City devices, a requirement that is considered a “best practice” by an expert witness.

Tracy does not have either a formal Business Continuity Plan or Disaster Preparedness Plan in place but is in the process of developing both. The BCP was scheduled to be complete in April 2022. Completion date for the DPP was not specified by the City.

Findings

F8.1 Lacking a requirement for encryption of thumb drives used on City devices exposes the City of Tracy to potential data theft and contamination.

F8.2 The City of Tracy lacks a completed Business Continuity Plan, rendering Tracy relatively unprepared to restore essential services in a disruptive event.

F8.3 The City of Tracy lacks a completed Disaster Preparedness Plan, leaving Tracy at risk for delay and cost to restore IT systems in the event of a disaster.

Recommendations

R8.1 By November 1, 2022, the Tracy City Council, in conjunction with the IT division, develop, adopt and implement a policy requiring encryption of thumb drives used on City devices.

R8.2 By January 1, 2023, the Tracy City Council, in conjunction with the IT division, develop, adopt and implement a formal Business Continuity Plan.

R8.3 By January 1, 2023, the Tracy City Council provide the Grand Jury with an updated formal Disaster Preparedness Plan.

Conclusion

San Joaquin County is well protected regarding cybersecurity. The seven cities in the county vary with respect to Grand Jury expectations, most being well secured but lacking defined plans for Business Continuity and IT Disaster Preparedness. Cybersecurity is an evolving concern and requires ongoing efforts by government entities to remain current and vigilant against risks to their Information Systems.

In this investigation the Grand Jury learned from cybersecurity experts that three key elements lead to maximum agency cybersecurity:

- a dedicated information security position within each organization,
- a “seat at the table” with other agency department heads in regular meetings, and
- a rigorous employee education and training program in cybersecurity matters.

Disclaimers

Grand Jury reports are based on documentary evidence and the testimony of sworn or admonished witnesses, not on conjecture or opinion. However, the Grand Jury is precluded by law from disclosing such evidence except upon the specific approval of the Presiding Judge of the Superior Court, or another judge appointed by the Presiding Judge (Penal Code Section 911. 924.1 (a) and 929). Similarly, the Grand Jury is precluded by law from disclosing the identity of witnesses except upon an order of the court for narrowly defined purposes (Penal Code Sections 924.2 and 929).

Response Requirements

California Penal Code Sections 933 and 933.05 require that specific responses to all findings and recommendations contained in this report be submitted to the Presiding Judge of the San Joaquin County Superior Court within 90 days of receipt of the report.

The San Joaquin County Board of Supervisors and the City Councils of each city addressed shall respond to all findings and recommendations specific to their city.

Mail or hand deliver a hard copy of the response to:

Honorable Michael D. Coughlan, Presiding Judge
San Joaquin County Superior Court
180 E Weber Ave, Suite 1306J
Stockton, California 95202

Also, please email a copy of the response to Ms. Trisa Martinez, Staff Secretary to the Grand Jury, at grandjury@sjcourts.org



December 6, 2022

Honorable Michael D. Coughlan, Presiding Judge
San Joaquin County Superior Court
180 East Weber Avenue, Suite 1306J
Stockton, CA 95202

Re: Response to Grand Jury Final Report Case No. 0321 (2021/2022)
Report received by the City of Tracy on June 15, 2022

Honorable Michael D. Coughlan,

The City of Tracy has reviewed the follow-up report to the 2021-2022 San Joaquin County Grand Jury Case No. 0321, regarding Cybersecurity. Pursuant to Penal Code sections 933 and 933.05, this letter is to inform you that the City of Tracy's responses to the Cybersecurity findings are below.

Finding F8.1: Lacking a requirement for encryption of thumb drives used on City devices exposes the City of Tracy to potential data theft and contamination.

Recommendations R8.1: By November 1, 2022, the Tracy City Council, in conjunction with the IT division, develop, adopt and implement a policy requiring encryption of thumb drives used on City devices.

City's Response: IT has developed a draft policy to require encrypted thumb drives which will be routed through HR for official adoption. For the implementation of administrative policies such as the one for the encryption of thumb drives, the City of Tracy's procedures require that these draft policies be routed to the various bargaining units for approval. The draft IT policy is currently being circulated to these units and should be ready for adoption shortly. While we strive to remove technological barriers that encourage removable storage use, we recognize special situations exist that require it. Once the new policy is rolled out all thumb drives used for City data or on City-owned devices will be required by the policy to be encrypted.

Finding F8.2: The City of Tracy lacks a completed Business Continuity Plan, rendering Tracy relatively unprepared to restore essential services in a disruptive event.

Recommendations R8.2: By January 1, 2023, the Tracy City Council, in conjunction with the IT division, develop, adopt and implement a formal Business Continuity Plan.

City's Response: Human Resources coordinated with a consultant and management from each department to draft a Business Continuity Plan to be finalized as an Annex to the City of Tracy Emergency Management Plan. The South San Joaquin County Fire Authority has contracted services to prepare the draft Emergency Management Plan which is anticipated to be finalized in the fall of 2022. The IT Manager had several meetings with the consultant to summarize the business continuity plan for the information technology needs of the organization. The IT department is aware of the lack of an IT-specific Disaster Recovery / Business continuity plan as it relates to a Cyber incident. The IT department will be crafting an RFP to include a disaster preparedness plan and necessary infrastructure additions as well as IT-specific Business Continuity. In addition, we plan to add a dedicated information security position this fiscal year in line with the Grand Jury recommendation. It is generally recognized practice for the Security Officer in an organization to maintain a Disaster Preparedness and Business Continuity Plan. Due to the nature of this policy adoption, as part of the Tracy Emergency Management Plan, City Council approval is required. The City is striving to adopt this Business Continuity Plan by the first quarter of 2023.

Findings F8.3: The City of Tracy lacks a completed Disaster Preparedness Plan, leaving Tracy at risk for delay and cost to restore IT systems in the event of a disaster.

Recommendations R8.3: By January 1, 2023, the Tracy City Council provide the Grand Jury with an updated formal Disaster Preparedness Plan.

City's Response: We view the business continuity, and the disaster preparedness plans as two sides of the same coin that work hand in hand and should be addressed holistically. Any large-scale Cyber business continuity event should be treated in a similar way as a disaster. Most equipment will be unavailable for extended periods of time due to the necessary forensics. We plan on addressing this in conjunction with the IT-specific business continuity plan as outlined in the response to Finding 8.2. Due to the nature of this policy, as an annexation to the City of Tracy Emergency Management Plan, City Council approval is required. The City is striving to adopt the Disaster Preparedness Plan by the first quarter of 2023.

The City of Tracy thanks the Grand Jury for its engagement and review of the Cyber Security in San Joaquin County and appreciates the opportunity to respond to this report. Please feel free to contact us if you have any further questions.

Respectfully Submitted,

Nancy Young
Mayor, City of Tracy

Cc: Trisa Martinez at grandjury@sjcourts.org

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

-
- 1) A RESOLUTION ADOPTING THE CITY'S RESPONSE TO THE 2021/2022 SAN JOAQUIN COUNTY GRAND JURY REPORT ON CYBERSECURITY, CASE NO. 0321 (2021/2022), AND**
 - 2) AUTHORIZE THE MAYOR TO SIGN THE RESPONSE LETTER**

WHEREAS, On June 15, 2022, The San Joaquin County Civil Grand Jury released its final consolidated yearly report, addressing cybersecurity (Case No. 0321); and

WHEREAS, The Grand Jury reviewed cybersecurity practices of the City of Tracy along with the other six incorporated cities in San Joaquin County to see if they were exercising due diligence in protecting information resources; and

WHEREAS, The Grand Jury concluded that San Joaquin County (SJC) has mature and robust security policies and systems; and

WHEREAS, The Grand Jury report contained three findings and three recommendations for the City of Tracy; and

WHEREAS, The first finding noted that the City did not have a policy requiring the use of encrypted thumb drives use on City devices; and

WHEREAS, The second finding noted that City needed to develop, adopt, and implement a formal Business Continuity Plan; and

WHEREAS, The third recommendation noted that City needed to develop, adopt, and implement a formal Disaster Preparation Plan; and

WHEREAS, State law requires that the City respond to the Grand Jury's finding and recommendations with a response on how to address these issues.

WHEREAS, The City has drafted a response stating that the City has either complied with the recommendation or is currently in the process of complying by completing the recommended disaster preparedness plans; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby 1) adopts the City's response to the 2021/2022 San Joaquin County Grand Jury Report on Cybersecurity, Case No. 0321 (2021/2022), and 2) authorizes the Mayor to sign the response letter.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 6th day of December, 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