

Tuesday, June 7, 2016, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

Web Site: www.ci.tracy.ca.us

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 (209/831-6000) 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. Each citizen will be allowed a maximum of five minutes for input or testimony. At the Mayor'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 Council direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the City Council, City staff or the public request discussion on a specific item at the beginning of the meeting.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. Members of the public addressing the Council should state their names and addresses for the record, and for contact information. The City Council's Procedures for the Conduct of Public Meetings provide that "Items from the Audience" following the Consent Calendar will be limited to 15 minutes. "Items from the Audience" listed near the end of the agenda will not have a maximum time limit. Each member of the public will be allowed a maximum of five minutes for public input or testimony. However, a maximum time limit of less than five minutes for public input or testimony may be set for "Items from the Audience" depending upon the number of members of the public wishing to provide public input or testimony. The five minute maximum time limit for each member of the public applies to all "Items from the Audience." Any item not on the agenda, brought up by a member of the public shall automatically be referred to staff. In accordance with Council policy, if staff is not able to resolve the matter satisfactorily, the member of the public may request a Council Member to sponsor the item for discussion at a future meeting. 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.

Presentations to Council - Persons who wish to make presentations which may exceed the time limits are encouraged to submit comments in writing at the earliest possible time to ensure distribution to Council and other interested parties. Requests for letters to be read into the record will be granted only upon approval of the majority of the Council. Power Point (or similar) presentations need to be provided to the City Clerk's office at least 24 hours prior to the meeting. All presentations must comply with the applicable time limits. Prior to the presentation, a hard copy of the Power Point (or similar) presentation will be provided to the City Clerk's office for inclusion in the record of the meeting and copies shall be provided to the Council. Failure to comply will result in the presentation being rejected. Any materials distributed, including those distributed within 72 hours of a regular City Council meeting, to a majority of the Council regarding an item on the agenda shall be made available for public inspection at the City Clerk's office (address above) during regular business hours.

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.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATION - Employee of the Month
- National Alzheimer's and Brain Awareness Month – Proclamation

1. CONSENT CALENDAR

- A. Adopt Council Minutes – Special meeting minutes of May 10, 2016
- B. Authorization to Submit the Annual Claim to the State of California, Through the San Joaquin County Council of Governments, for Transportation Development Act Funds in the Amount of \$4,563,477 for Fiscal Year 2015-2016, and for the Administrative Services Director to Execute the Claim
- C. Award a Construction Contract to Gems Environmental Management Services, Inc. of Concord, California, in the Amount of \$128,902.88 for Tracy Municipal Airport Fuel System Repairs, CIP 77038, Appropriate an Additional \$63,402 from the General Fund to the CIP, and Authorize the Mayor to Execute the Construction Contract
- D. Approval of the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for Fiscal Year 2016-2017
- E. Waive Second Reading and Adopt an Ordinance of the City Council of the City of Tracy Authorizing an Amendment to the Contract Between the City Council of the City of Tracy and the Board of Administration of the California Public Employees' Retirement System
- F. Waive Second Reading and Adopt an Ordinance of the City of Tracy Amending Section 10.08.1310 of the Tracy Municipal Code Relating to Minimum Front and Rear Yards and Rear Yard Open Space Requirements in the Medium Density Cluster (MDC) Zone Application Number ZA15-0002
- G. Waive Second Reading and Adopt an Ordinance of the City of Tracy Rezoning the Property Located at 2774 W. Byron Road, 2850 W. Byron Road, and 12920 W. Byron Road (Assessor's Parcel Numbers 238-080-04, 238-080-03, and 238-050-01) from Medium Density Residential Zone to Medium Density Cluster Zone Application Number R14-0002
- H. Approval to Purchase Motorola Irrigation Field Controllers, Enclosures and Central Irrigation Control Systems from Central Control Systems Ltd. for \$265,123.05
- I. Approve a Letter Supporting the Fire Department's Application for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant Under the Federal Assistance to Firefighters Grant Program
- J. Authorize Adoption of a Resolution to Adopt Safe Harbors Under the Patient Protection and Affordable Care Act (ACA) and Delegate Authority to the City Manager or His/Her Designee to Implement the Details of Safe Harbors Through an Administrative Policy

- K. Authorize Amendment Number Two to the Master Professional Services Agreement (MPSA) With Renne Sloan Holtzman Sakai LLP for Special Counsel to Conduct Labor Negotiations and Contract Implementation with Multiple Employee Groups and Authorize the Mayor to Execute the Amendment
 - L. Authorize Amendment of the City's Classification and Compensation Plans and Position Control Roster by Approving the Establishment of Two (2) New Classification Specifications and Salary Ranges for Media Services Coordinator and Receptionist
 - M. Accept Travel Report from City Attorney Regarding Attendance at League of California Cities City Attorneys' Conference
 - N. Approve the Tracy Fire Station 95 Acquisition Agreement Between The City Of Tracy and Tracy Hills Project Owner, LLC And Tracy Phase 1, LLC and Authorize the Mayor to Execute the Agreement
 - O. Adopt Resolutions Regarding the Election Process for the General Municipal Election to be Held on November 8, 2016
 - P. Find it is in the Best Interest of the City to Forego the Formal Request for Proposal Process and Authorize Professional Services Agreement WY-U1 with West Yost and Associates for the Design of an Interim Pump Station for the City's Zone 3 Water System to Serve the Ellis Development and Authorize the Mayor to Execute the Agreement
2. ITEMS FROM THE AUDIENCE
 3. APPROVAL OF ACTIONS NECESSARY TO INITIATE PROCEEDINGS TO FORM COMMUNITY FACILITIES DISTRICT NO. 2016-1 (TRACY HILLS), IMPROVEMENT AREA NO. 1 AND A FUTURE ANNEXATION AREA; AUTHORIZE RELATED INDEBTEDNESS, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO JOINT FACILITIES AGREEMENTS WITH ANY ENTITY THAT WILL OWN OR OPERATE ANY OF THE FACILITIES
 4. PUBLIC HEARING OF THE CITY COUNCIL TO CONSIDER ADOPTION OF THE CITY OF TRACY PROPOSED FISCAL YEAR 2016/17 AND 2017/18 ANNUAL CITY BUDGETS, ADOPTION OF THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016/17, AUTHORIZE APPROPRIATIONS FOR FISCAL YEAR 2016/17, AND ADOPTION OF THE REVISED BUDGET PRINCIPLES
 5. REPEAL RESOLUTION 2004-368 AND ADOPT A NEW RESOLUTION TO ESTABLISH REVISED PROCEDURES AND REQUIREMENTS FOR THE CONSIDERATION OF DEVELOPMENT AGREEMENTS
 6. CONSIDER CANCELLATION OF AUGUST 2, 2016, REGULAR CITY COUNCIL MEETING
 7. INTRODUCTION OF AN ORDINANCE AMENDING SECTION 3.08.580, ARTICLE 12, OF THE TRACY MUNICIPAL CODE WHICH REGULATES THE ESTABLISHMENT OF SPECIAL SPEED ZONES

8. ITEMS FROM THE AUDIENCE
9. COUNCIL ITEMS
 - A. APPOINT FIVE APPLICANTS TO THE BOARD OF APPEALS TO HEAR AN APPEAL ON AN ADMINISTRATIVE DECISION PERTAINING TO ENFORCEMENT RELATED TO REGULATIONS LISTED IN THE TRACY MUNICIPAL CODE
10. ADJOURNMENT

May 10, 2016, 6:00 p.m.

City Council Chambers, 333 Civic Center Plaza

Web Site: www.ci.tracy.ca.us

1. Mayor Maciel called the meeting to order at 6:00 p.m.
2. Roll call found Council Members Mitracos, Vargas, Young, Mayor Pro Tem Rickman, and Mayor Maciel present
3. Items from the Audience - Ponch Martinez, Tracy Babe Ruth, requested help to finish the Legacy Fields project. Mr. Martinez's main concern is building a perimeter fence to protect the whole complex.

Janice Johnson informed Council there is a large movement to get a new multi-purpose use center built for people of all ages in the community, and she hoped that will be addressed.

4. CONDUCT A CITY COUNCIL WORKSHOP TO REVIEW THE PROPOSED FISCAL YEAR 16/17 CAPITAL IMPROVEMENT PROGRAM (CIP)

Troy Brown, City Manager, made some opening comments.

Martha Garcia, Finance Division Manager, presented the staff report.

Chris Hewitt, representing Tracy Little League, addressed Council regarding putting in restrooms at Legacy Fields. Mr. Hewitt read a letter into the record from his Attorney to the City Manager, and the City Manager's response. Mr. Hewitt expressed concern there has been no discussion with the league about restroom requirements. Mr. Hewitt added the biggest complaint is wind and dirt from unpaved parking lots and recommended a CIP to improve parking lots.

Robert Tanner thanked Council for including roof replacement at the Tracy Library being on the Fiscal Year 2016/2017 recommended Fund 301 CIP Projects list.

Cindy Gustafson thanked Council for including the Senior Center upgrade on the Fiscal Year 2016/2017 recommended Fund 301 CIP Projects list. Ms. Gustafson added as President of the Tracy Senior Association, 4th Street sidewalks are bad, and money is needed to be put toward handicap and ADA sidewalks.

Tim Silva commended Council and staff for the great work on the Joe Wilson Pool. Mr. Silva asked Council to consider a CIP for disk golf in the City of Tracy.

Linda Jimenez commented it had been identified at the open Parks and Community Services meetings that bathrooms are needed at Legacy Fields. The Commission is looking to build restrooms.

Council comments and questions followed.

Council Member Young left the meeting at 7:00 p.m.

Mr. Brown confirmed Council consensus regarding the list staff proposed for the 301 FY 16/17 projects, with the following clarifications:

- Look at expansion of Senior Center using Development Impact Fees and Community Development Block Grant (CDBG) funds
- Make office space/multi use space in community center
- Big screen television in Senior Center

Council directed staff to add the following in the budget:

- Fire Station 97 repair and renovations
- Fire Station 96 rehabilitation completion
- Animal shelter wayfinding signs
- Meet with leagues to develop an amenities list and potential cost

5. Adjournment – Motion made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adjourn. Time: 8:20 p.m. Voice Vote found Council Members Mitracos and Vargas, Mayor Pro Tem Rickman, and Mayor Maciel in favor. Council Member Young absent.

The above agenda was posted at the Tracy City Hall on May 6, 2016. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

AUTHORIZATION TO SUBMIT THE ANNUAL CLAIM TO THE STATE OF CALIFORNIA, THROUGH THE SAN JOAQUIN COUNTY COUNCIL OF GOVERNMENTS, FOR TRANSPORTATION DEVELOPMENT ACT FUNDS IN THE AMOUNT OF \$4,563,477 FOR FISCAL YEAR 2015-2016, AND FOR THE ADMINISTRATIVE SERVICES DIRECTOR TO EXECUTE THE CLAIM

EXECUTIVE SUMMARY

The City of Tracy (City) annually receives funds from the Transportation Development Act (TDA). Authorization to submit the claim is necessary for the City to continue to receive TDA funding. The amount the City will claim for FY 2015-2016 from the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA) is \$4,563,477. TDA funds are used for City TRACER operations and capital acquisitions, street and road maintenance, and pedestrian and bike paths. Staff recommends that the City Council approve the claim for TDA funds for FY 2015-2016.

DISCUSSION

Under the provisions of the Transportation Development Act (TDA), the City is required to make an annual claim for funds apportioned to the City under the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA). This claim is made to the State through the San Joaquin County Council of Governments.

The available TDA funding for FY 2015-2016 for the City of Tracy under the LTF and STA is \$6,204,336. The amount the City will claim is \$4,563,477.

Public Transportation:

Operating	Article 8, 99400 (c)	\$ 962,972
Capital	Article 8, 99400 (e)	\$ 693,000
Roads and Streets	Article 8, 99400 (a)	\$ 2,818,817
TDA Administration		<u>\$ 88,688</u>
	Total:	\$ 4,563,477

The difference of \$1,640,859 is the unclaimed apportionment under the Local Transportation Fund. These funds will be available to the City in future years when requested for applicable project/program reimbursement.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no impact to the General Fund. Authorization to submit the claim is necessary for the City to continue to receive TDA funding. Such funding is already budgeted for FY 2015-2016 for the transit program and to support various street programs.

RECOMMENDATION

Staff recommends that City Council approve, by resolution, the claim for TDA funds for FY 2015-2016 in the amount of \$4,563,477 and authorize the Director of Administrative Services to execute the claim.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: André Pichly, Parks & Community Services Director
Allan Borwick, Budget Officer
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2016-_____

AUTHORIZING THE SUBMISSION OF THE ANNUAL CLAIM TO THE STATE OF CALIFORNIA, THROUGH THE SAN JOAQUIN COUNCIL OF GOVERNMENTS, FOR TRANSPORTATION DEVELOPMENT ACT FUNDS IN THE AMOUNT OF \$4,563,477 FOR FISCAL YEAR 2015-2016, AND AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO EXECUTE THE CLAIM

WHEREAS, Under the provisions of the Transportation Development Act (TDA), the City is required to make an annual claim to the State of California for funds apportioned to the City under the Local Transportation fund and the State Fund, and

WHEREAS, The City's FY 2015-2016 claim under the Local Transportation Fund and the State Transit Assistance Fund is \$4,563,477, and

WHEREAS, Unclaimed amounts are carried forward to the next fiscal year for use in that time period;

NOW, THEREFORE, BE IT RESOLVED, That the City Council authorizes a claim for TDA Funds for FY 2015-2016 in the amount of \$4,563,477 (Local Transportation Fund and State Transit Assistance Fund), to the State of California, through the San Joaquin County Council of Governments, and authorizes the Director of Administrative Services to execute the claim.

* * * * *

The foregoing Resolution 2016-_____ was adopted by the Tracy City Council on the 7th day of June, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.C

REQUEST

AWARD A CONSTRUCTION CONTRACT TO GEMS ENVIRONMENTAL MANAGEMENT SERVICES, INC. OF CONCORD, CALIFORNIA, IN THE AMOUNT OF \$128,902.88 FOR TRACY MUNICIPAL AIRPORT FUEL SYSTEM REPAIRS, CIP 77038, APPROPRIATE AN ADDITIONAL \$63,402 FROM THE GENERAL FUND TO THE CIP, AND AUTHORIZE THE MAYOR TO EXECUTE THE CONSTRUCTION CONTRACT

EXECUTIVE SUMMARY

The City of Tracy currently operates a fuel facility for aircraft at the Tracy Municipal Airport. The fuel facility is approximately 17 years old, consists of two above ground fuel tanks, and is in need of repair. Some repairs are required in order to bring the fuel facility into compliance with current codes, while other repairs are needed to due to the age of the system.

DISCUSSION

The City of Tracy currently operates a fuel facility for aircraft at the Tracy Municipal Airport. The fuel facility is approximately 17 years old, consists of two above ground fuel tanks, and is in need of repair. One tank is designated for Jet "A" fuel and has a capacity of 10,000 gallons. The other tank is designated for AvGas, has a capacity of 12,000 gallons and is split into a 4,000 gallon and 8,000 gallon tank. There are three fuel dispensers at the fuel island, two for AvGas and one for Jet "A" fuel.

Repairs are required due to the age of the system and in order to bring the fuel facility into compliance with current codes. The scope of work for the fuel system repairs includes:

- Installation of a Tank Monitoring System, adding two additional sensors to piping sumps within tank farm.
- Installation of two gas vents to EVR current code, one per each AvGas tank.
- Installation of three check valves for Fuel Sampler hand pumps:
 - One on the AvGas 8,000 gallon tank.
 - One on the AvGas 4,000 gallon tank.
 - One on the Jet A tank.
- Replace fuel hoses on two AvGas dispensers, each with a 50' hose and a 5' whip hose with ball stop.
- Replace fuel hoses on Jet A dispenser, with a 75' hose and a 5' whip hose with ball stop.
- Replace a total of nine 2" x 24" braided flex hoses for fuel supply within fuel dispensers as follows:
 - Three in dispenser cabinet #1 for AvGas.
 - Three in dispenser cabinet #2 for AvGas.
 - Three in dispenser cabinet #3 for Jet A.

- Replace ¾" x 24" fuel hand pump hose at fill box.
- Install and calibrate new Veeder-Root counter for Jet A off load supply.
- Repair AvGas pipe leak in piping sump.
- Repair fiberglass sump box for Jet A.
- Tank cleaning of AvGas 8,000 and 4,000 gallon tanks.
- Tank cleaning of Jet A 10,000 gallon tank.
- Calibration of three fuel pumps.

The project was advertised for competitive bids on the City's website beginning on February 23, 2016 and in the newspaper on February 26 and March 4, 2016. Only one bid was received and publicly opened on March 23, 2016.

Contractor	Bid Amount
• GEMS Environmental Management Services, Inc., Concord	\$128,902.88

GEMS Environmental Management Services, Inc., of Concord, California, is the lowest monetary responsible bidder. Bid analysis indicates that the bid is responsive. The contractor has good references and has completed similar projects for other agencies.

Staff recommends that this contract be awarded to the low bidder, GEMS Environmental Management Services, Inc., of Concord, California, for their bid amount of \$128,902.88.

The anticipated cost of construction of this project, if awarded to GEMS Environmental Management Services, Inc., of Concord, California, is estimated as follows:

Contractor's Bid for Construction	\$128,902.88
Inspection and Construction Management (5%)	\$ 6,500.00
Contingency (10%)	\$13,000.00
Total Construction Cost	\$148,402.88
Total Project Cost is as follows:	
Project Management	\$10,000.00
Total Project Cost	\$158,402.88
Available Budget	\$95,000.00
Requested Additional Funds (General Fund)	\$63,402.00

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by the City Council. The estimated construction contingency amount for this project is \$13,000.

It is anticipated that construction will commence by July 2016, with completion expected in August 2016.

The CIP for this project (77038) has \$95,000 available. An additional \$63,402 is needed to complete the repairs that are needed on the fuel station. It is requested that an additional appropriation of \$63,402 be made to CIP 77038 from the General Fund. Any

funds not expended on the project will go back to the General Fund once the project is complete.

STRATEGIC PLAN

The agenda is a routine operational item and is not related to the Council's Strategic Plans.

FISCAL IMPACT

The funding for this project was approved as part of the FY15/16 budget as CIP 77038. There is currently \$95,000 available in the CIP. An additional funding appropriation of \$63,402 from the General Fund is required to complete this project.

RECOMMENDATION

Staff recommends that City Council, by resolution, award a construction contract to GEMS Environmental Management Services, Inc., of Concord, California, in the amount of \$128,902.88 for Tracy Municipal Airport Fuel Repairs, CIP 77038, appropriate an additional \$63,402 from the General Fund to the CIP, and authorize the Mayor to execute the construction contract.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: André Pichly, Parks & Community Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2016-

AWARDING A CONSTRUCTION CONTRACT FOR TRACY MUNICIPAL AIRPORT FUEL SYSTEM REPAIRS, CIP 77038, APPROPRIATING \$63,402 FROM THE GENERAL FUND TO THE CIP, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONSTRUCTION CONTRACT

WHEREAS, This project consists of repairs to the fuel system at the Tracy Municipal Airport, and

WHEREAS, Construction of this project will provide much needed repairs due to the age of the facility and in order to bring the system into code compliance, and

WHEREAS, The project was advertised for competitive bids on the City's website on February 23, 2016, and in the newspaper on February 26, 2016, and March 4, 2016, and

WHEREAS, The lowest monetary bid is GEMS Environmental Management Services, Inc., of Concord, California, in the amount of \$128,902.88, and

WHEREAS, The bid is responsive and the bidder is responsible, has good references and has completed similar projects for other public agencies, and

WHEREAS, The anticipated cost for construction of this project, if awarded to GEMS Environmental Management Services, Inc., is estimated as follows:

Contractor's Bid for Construction	\$128,902.88
Inspection and Construction Management (5%)	\$ 6,500.00
Contingency (10%)	\$13,000.00
Total Construction Cost	\$148,402.88
Total Project Cost is as follows:	
Project Management	\$10,000.00
Total Project Cost	\$158,402.88
Available Budget	\$95,000.00
Requested Additional Funds (General Fund)	\$63,402.00

WHEREAS, Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the amount approved by Council. The recommended contingency amount for this project is \$13,000;

NOW, THEREFORE, BE IT RESOLVED, That City Council awards a construction contract to is GEMS Environmental Management Services, Inc., of Concord, California, in the amount of \$128,902.88 for the Tracy Municipal Airport Fuel System Repairs, CIP 77038, appropriates an additional \$63,402 from the General Fund to the CIP, and authorizes the Mayor to execute the construction contract.

* * * * *

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 7th day of June, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

**APPROVAL OF THE SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG)
ANNUAL FINANCIAL PLAN FOR FISCAL YEAR 2016-2017**

EXECUTIVE SUMMARY

Ratification of the SJCOG Annual Financial Plan

DISCUSSION

The Joint Powers Agreement between member agencies and the SJCOG requires that the Annual Financial Plan be sent to member agencies for ratification by each governing body.

Attached is correspondence from SJCOG, dated April 29, 2016, requesting the City ratify the Plan prior to June 30, 2016; Resolution R-16-18 adopting the Plan; and a copy of the Annual Financial Plan (Attachment A).

STRATEGIC PLAN

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

FISCAL IMPACT

SJCOG receives funding from a variety of sources and distributes those funds to local jurisdictions. The City does not make a direct contribution to SJCOG, therefore there is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends that City Council, by resolution, ratify the SJCOG Annual Financial Plan for Fiscal Year 2016-2017.

Prepared by: Nora Pimentel, City Clerk

Reviewed by: Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A - San Joaquin Council of Government's Annual Financial Plan for FY 2016-17



SAN JOAQUIN COUNCIL OF GOVERNMENTS

555 E. Weber Avenue • Stockton, California 95202

209.235.0600 • 209.235.0438 (fax)

www.sjcog.org

April 29, 2016

Anthony Silva
CHAIR

Steve DeBrum
VICE CHAIR

Andrew T Chesley
EXECUTIVE DIRECTOR

Member Agencies
CITIES OF
ESCALON,
LATHROP,
LODI,
MANTECA,
RIPON,
STOCKTON,
TRACY,
AND
THE COUNTY OF
SAN JOAQUIN

Mr. Troy Brown
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376



Dear Mr. Brown:

Enclosed is a summary of the San Joaquin Council of Governments' Annual Financial Plan (AFP) for Fiscal Year 2016/17. The Board adopted the Plan on March 24, 2016. A copy of the adopting resolution is enclosed. Pursuant to SJCOG's Joint Powers Agreement, following adoption of the budget by the SJCOG Board, it is to be delivered to member agencies for ratification by each governing body. Approval by governing bodies representing 55% or more of the county's population is considered ratification.

Therefore, SJCOG requests you place SJCOG's Annual Financial Plan for Fiscal Year 2016/17 on a forthcoming agenda prior to June 30, 2016 for approval.

The Annual Financial Plan implements the FY 2016/17 Overall Work Program (OWP) that was also adopted by the SJCOG Board on March 24, 2016.

The attached Annual Financial Plan (AFP) provides a detail of expenditures by cost category and line item comparing the proposed FY 2016/17 budgets with the current year (FY 2015/16) adopted budget as most recently amended. The Annual Financial Plan represents the general fund budget for SJCOG. The revenues and expenditures in the AFP are the same as the Overall Work Program (OWP) presented in a traditional line item format vis-à-vis the work element format of the OWP. Upon adoption by the Board, pursuant to the SJCOG Joint Powers Agreement, the AFP will be sent to the member agencies for ratification. Ratification is achieved when a majority of the member agencies representing 55% of the county population approve the AFP.

cc: Sodergren/Santor
Garrabrant-Sierra
Pimentel

The following assumptions are incorporated in the budget:

1. Work will not begin and expenses will not be incurred unless anticipated revenue sources are secured.
2. SJCOG is fully staffed. The budget includes a 5% pool that can be drawn upon for merit-based increases. The full impact of that pool is incorporated into the salary driven benefits (retirement, Medicare, disability).
3. SJCOG has no significant liability exposure for post-employment benefits.
 - The employee retirement program is a defined contribution program managed by the International City Managers Association Retirement Program.
 - SJCOG employees' vacation accruals are capped at two times the individual's annual leave.
 - Upon retirement (50 years of age/20 years of SJCOG employment), an employee can convert accrued sick leave hours to pay for health care premiums until their sick leave account is exhausted and is based upon the employee's salary at retirement. There is no inflation factor in post-retirement years. Payout is limited to a maximum of one year's value of documented premium costs.

REVENUES

Compared to the current year amended AFP, SJCOG general fund operating revenues are decreased 14% by approximately \$1,202,294 from \$9,792,912 to \$8,590,618. Budgeted expenditures are \$8,590,618. Overall, federal funding for operating is 19.5% lower than FY 2015/16 due to the one time re-obligation of FHWA-PL and FTA 5303 MPO planning funds in 2015/16 not carrying over to FY 2016-17. State funding sources are down 27.8 % primarily due to the spending down of Freeway Service Patrol funds carried over from previous years and the drawdown of the San Joaquin Valley Goods Movement Partnership Planning grant and the Affordable Housing and Sustainable Communities grant. Local revenues are down fractionally 4.8% with the reduction in Regional Transportation Impact Fees (RTIF) normal levels and the completion of the Stockton airport portion of the Airport Land Use Compatibility Plan. This is offset somewhat by small increases in sales tax driven revenues, Measure K and Local Transportation Funds.

EXPENDITURES

Salaries and Benefits are proposed to increase 4.3% \$4,004,906 to \$4,183,048, when compared to FY 15/16 levels. This reflects the agency being at or near full staffing levels and includes accommodation for merit-based raises. The salary-driven benefits adjust accordingly.

Services and Supplies is proposed to be reduced nearly 5.1% \$1,060,300 to \$1,009,059 based upon efficiencies instituted in the agency such as going paperless, etc.

Transportation, travel and training remains budgeted the same as FY 2015 – 16, \$110,000. This includes all in and out-of-state travel, subsistence, training and rideshare incentive.

Professional Services is decreasing 43.2 % from \$4,407,206 \$ 3,078,011 reflecting the level of anticipated consulting work in the OWP. Approximately 1/3 of this budget category pays for Freeway Service Patrol operations.

Fixed Assets remains the same as the current fiscal year at \$320,500. \$150,000 is the second year allocation to the new Enterprise Resource Planning system (accounting/payroll/program management program).

SJCOG staff would be pleased to appear before your policymakers to answer any questions they might have regarding this matter. **We request ratification prior to June 30, 2016.** Please let me know when this will be on your agenda. If you have any questions regarding this matter, don't hesitate to contact me at (209) 235-0600.

Thank you for your assistance.

Sincerely,



STEVE DIAL
Deputy Executive Director/Chief Financial Officer

San Joaquin Council of Governments
ANNUAL FINANCIAL PLAN
 Fiscal Year 2016/17
 Adopted March 24, 2016

REVENUES	FY 2015-16 Adopted 3/26/15	FY 2015-16 Amendment#1	FY 2016-17 Proposed	+/- Change	+/- % Change
Federal Grants	\$ 2,613,509	\$ 3,820,519	\$ 3,198,006	\$ (622,513)	-19.5%
State Grants	\$ 1,793,333	\$ 1,781,916	\$ 1,393,943	\$ (387,973)	-27.8%
Local	\$ 4,196,000	\$ 4,170,477	\$ 3,978,669	\$ (191,808)	-4.8%
Interest	\$ 5,000	\$ 5,000	\$ 5,000	-	0.0%
Other	\$ 15,000	\$ 15,000	\$ 15,000	-	0.0%
SJCOG OPERATING REVENUE	\$ 8,622,842	\$ 9,792,912	\$ 8,590,618	\$ (1,202,294)	-14.0%
EXPENDITURES					
Salaries & Benefits	\$ 4,004,906	\$ 4,004,906	\$ 4,183,048	\$ 178,142	4.3%
Services & Supplies	\$ 1,060,300	\$ 1,060,300	\$ 1,009,059	\$ (51,241)	-5.1%
Office Expense	\$ 198,500	\$ 198,500	\$ 195,350	\$ (3,150)	-1.6%
Communications	\$ 60,000	\$ 60,000	\$ 52,800	\$ (7,200)	-13.6%
Memberships	\$ 42,000	\$ 42,000	\$ 46,000	\$ 4,000	8.7%
Maintenance - Equipment	\$ 13,000	\$ 13,000	\$ 13,000	-	0.0%
Rents & Leases - Equipment	\$ 226,800	\$ 226,800	\$ 220,000	\$ (6,800)	-3.1%
Transportation, Travel & Training (In & Out of State)	\$ 110,000	\$ 110,000	\$ 110,000	-	0.0%
Publications & Legal Notices	\$ 27,000	\$ 27,000	\$ 3,000	\$ (24,000)	-800.0%
Insurance	\$ 103,000	\$ 103,000	\$ 103,000	-	0.0%
Building Operations & Maintenance	\$ 180,000	\$ 180,000	\$ 165,909	\$ (14,091)	-8.5%
SJCOG Building Debt Service	\$ 100,000	\$ 100,000	\$ 100,000	-	0.0%
Professional Services	\$ 3,387,136	\$ 4,407,206	\$ 3,078,011	\$ (1,329,195)	-43.2%
Capital Outlay	\$ 170,500	\$ 320,500	\$ 320,500	-	0.0%
Unallocated/Reserve					
SJCOG OPERATING EXPENDITURES	\$ 8,622,842	\$ 9,792,912	\$ 8,590,618	\$ (1,202,294)	-14.0%
Excess (Deficit) Revenues Over Expenditures (Operating)	\$ -	\$ -	\$ -	\$ 0.00	



RESOLUTION
SAN JOAQUIN COUNCIL OF GOVERNMENTS

R-16-18

RESOLUTION APPROVING THE ADOPTION OF THE 2016-17
ANNUAL FINANCIAL PLAN
FOR THE SAN JOAQUIN COUNCIL OF GOVERNMENTS

WHEREAS, the San Joaquin Council of Governments is required by the Joint Powers Agreement to adopt a budget (Annual Financial Plan) annually, and

WHEREAS, the adopted budget is to be sent to the member agencies for ratification.

NOW THEREFORE BE IT RESOLVED, that the San Joaquin Council of Governments adopts the FY 2016-17 Annual Financial Plan and directs the Executive Director to transmit it to the member agencies for ratification.

PASSED AND ADOPTED this 24th day of March 2016 by the following vote of the San Joaquin Council of Governments, to wit:

AYES: Vice Mayor Dresser, Lathrop; Councilman Holman, Stockton; Mayor Pro Tem Kuehne, Lodi; Mayor Pro Tem Laugero, Escalon; Councilmember Lofthus, Stockton; Supervisor Miller, SJ County; Mayor Pro Tem Morowit, Manteca; Mayor Silva, Stockton; Supervisor Villapudua, SJ County; Supervisor Winn, SJ County; Councilmember Young, Tracy; Councilman Zuber, Ripon.

NOES: None.

ABSENT: None.

A handwritten signature in black ink, appearing to read 'Anthony Silva', written over a horizontal line.

ANTHONY SILVA
Chair

RESOLUTION 2016 -

APPROVING THE SAN JOAQUIN COUNCIL OF GOVERNMENTS
ANNUAL FINANCIAL PLAN FOR FISCAL YEAR 2016-17

WHEREAS, The Joint Powers Agreement between the San Joaquin Council of Governments and its member agencies requires the Annual Financial Plan to be ratified by the governing body of each member agency, and

WHEREAS, The Tracy City Council considered the Annual Financial Plan at its meeting of June 7, 2016;

NOW, THEREFORE, BE IT RESOLVED, That City Council hereby approves the San Joaquin Council of Governments Annual Financial Plan for Fiscal Year 2016-2017.

* * * * *

The foregoing Resolution 2016- was passed and adopted by the Tracy City Council on the 7th day June 2016 by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

WAIVE SECOND READING AND ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

EXECUTIVE SUMMARY

Ordinance 1217 was introduced at the Council meeting held on May 17, 2016. Ordinance 1217 is before Council for adoption.

DISCUSSION

Pursuant to adopted Memorandum of Understanding between the City of Tracy and the Tracy Police Management Association, and Compensation and Benefits plan between the City of Tracy and the Confidential Mid-Managers Unit the parties stipulated that the City will amend its contract with California Public Employees' Retirement System (CalPERS) to provide for Section 20516 of the Public Employees Retirement Law (Employees Sharing Additional Cost). Ordinance 1217 was introduced at the Council meeting held on May 17, 2016, to amend the contract with the CalPERS to allow for employees of the Confidential Mid-Manager Unit and the Tracy Police Management Association to pay 3% of the employer share of CalPERS costs.

Ordinance 1217 is before Council for adoption.

STRATEGIC PLAN

This agenda item does not relate to the Council's four strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council adopt Ordinance 1217.

Prepared by: Adrienne Richardson, Deputy City Clerk

Reviewed by: Nora Pimentel, City Clerk
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS:

Attachment A – Ordinance 1217

ORDINANCE 1217

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF TRACY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, The Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said contract: and

WHEREAS, The Government Code sets forth procedures to amend this contract: and

WHEREAS, One of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of an ordinance to approve an amendment to said contract: and

WHEREAS, Pursuant to adopted Memorandum of Understanding between the City of Tracy and the Tracy Police Management Association, and Compensation and Benefits plan between the City of Tracy and the Confidential Mid-Managers Unit the parties stipulated that the City will amend its contract with California Public Employees' Retirement System to provide for Section 20516 of the Public Employees Retirement Law (Employees Sharing Additional Cost); and

WHEREAS, A Resolution of Intention (Resolution # 2016-093) to approve the Public Employees' Retirement System contract amendment was adopted on May 17, 2016; and

NOW, THEREFORE, The City Council of the City of Tracy does ordain as follows:

SECTION 1: That an amendment to the contract between the City Council of the City of Tracy and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked as Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 2: That the Mayor of the City of Tracy is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City of Tracy.

SECTION 3: That this Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of fifteen (15) days from the passage thereof shall be published once in the Tri-Valley Herald, a newspaper of general circulation, published and circulated in the City of Tracy and thenceforth and thereafter the same shall be in full force and effect.

* * * * *

The foregoing Ordinance 1217 was introduced at a regular meeting of the Tracy City Council on the 17th day of May, 2016, and finally adopted on the 7th day of June, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF TRACY**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

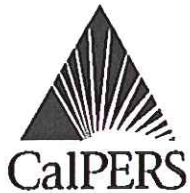
To provide Section 20516 (Employees Sharing Additional Cost) of 3% for all local miscellaneous members and all local fire members in the Confidential Mid-Managers Unit and all local police members in the Tracy Police Management Association.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved



EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Tracy



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1948, and witnessed September 8, 1948, and as amended effective January 1, 1960, June 1, 1972, November 1, 1972, March 19, 1974, July 1, 1978, February 1, 1983, September 1, 1983, May 3, 1985, January 18, 1991, June 30, 1997, November 16, 1997, June 1, 2000, January 1, 2004, January 1, 2005, January 1, 2006, October 1, 2006, July 2, 2010 and December 17, 2010 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 17 are hereby stricken from said contract as executed effective December 17, 2010, and hereby replaced by the following paragraphs numbered 1 through 20 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local police members entering membership in the police classification on or prior to July 2, 2010, age 55 for classic local police members entering membership for the first time in the police classification after July 2, 2010, age 55 for classic local fire members and age 57 for new local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1948 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

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5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Prior to January 1, 1975, those members who were hired by Public Agency on a temporary and/or seasonal basis not to exceed 6 months were excluded from PERS membership by contract. Government Code Section 20336 superseded this contract provision by providing that any such temporary and/or seasonal employees are excluded from PERS membership subsequent to January 1, 1975. Legislation repealed and replaced said Section with Government Code Section 20305 effective July 1, 1994.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after October 1, 2006 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after October 1, 2006 and not entering membership for the first time with this agency in the miscellaneous classification after December 17, 2010 shall be determined in accordance with Section 21354.4 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2.5% at age 55 Modified).
9. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time with this agency in the miscellaneous classification after December 17, 2010 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member entering membership in the police classification on or prior to July 2, 2010 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

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12. The percentage of final compensation to be provided for each year of credited current service as a classic local police member entering membership for the first time with this agency in the police classification after July 2, 2010 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
13. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
14. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
15. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance) for local safety members only.
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members only.
 - c. Section 20965 (Credit for Unused Sick Leave) for local fire members entering membership on or prior to May 3, 1985 only.
 - d. Section 20475 (Different Level of Benefits). Section 20965 (Credit for Unused Sick Leave) is not applicable to local fire members entering membership for the first time with this agency in the fire classification after May 3, 1985.

Section 21363.1 (3% @ 55 Full formula) is applicable to classic local police members entering membership for the first time with this agency in the police classification after July 2, 2010.

Section 21354 (2% @ 55 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after December 17, 2010.
 - e. Section 20903 (Two Years Additional Service Credit).
 - f. Section 21024 (Military Service Credit as Public Service).

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- g. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members entering membership on or prior to December 17, 2010 and all classic local safety members.
- h. Section 20516 (Employees Sharing Additional Cost):
 - 3% for local miscellaneous members in the Confidential Mid-Managers Unit.
 - 3% for local police members in the Tracy Police Management Association.
 - 3% for local fire members in the Confidential Mid-Managers Unit.
- 16. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on February 1, 1983. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 17. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 18. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

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- 19. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 20. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF TRACY

BY _____
RENEE OSTRANDER, CHIEF
EMPLOYER ACCOUNT MANAGEMENT DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"
PLEASE DO NOT SIGN "EXHIBIT ONLY"

AGENDA ITEM 1.F

REQUEST

WAIVE SECOND READING AND ADOPT AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 10.08.1310 OF THE TRACY MUNICIPAL CODE RELATING TO MINIMUM FRONT AND REAR YARDS AND REAR YARD OPEN SPACE REQUIREMENTS IN THE MEDIUM DENSITY CLUSTER (MDC) ZONE APPLICATION NUMBER ZA15-0002

EXECUTIVE SUMMARY

Ordinance 1218 was introduced at the Council meeting held on May 17, 2016. Ordinance 1218 is before Council for adoption.

DISCUSSION

Ordinance 1218 was introduced at a regular City Council meeting held on May 17, 2016, to amend Section 10.08.1310 of the Tracy Municipal Code relating to minimum front and rear yards and rear yard open space requirements in the Medium Density Cluster Zone - Application Number ZA15-0002. The proposed amendment would result in the following Citywide zoning code changes to the MDC Zone: 1) Reduce the minimum front setback from 15 feet to 10 feet; 2) Establish a minimum front setback for the garage of 20 feet; 3) Modify the rear setback from 10-foot minimum with 15-foot average minimum to 10-foot minimum (no requirement for average minimum); 4) Reduce the minimum rear yard open space requirement from 675 square feet to 450 square feet. The MDC Zone is intended primarily for small-lot single-family subdivisions (minimum lot size is 3,500 square feet). The proposed setbacks would allow more flexibility in house size and house design, and would match those of similar projects.

Ordinance 1218 is before Council for adoption.

STRATEGIC PLAN

This agenda item does not relate to the Council's four strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council adopt Ordinance 1218.

Prepared by: Adrienne Richardson, Deputy City Clerk
Reviewed by: Nora Pimentel, City Clerk
Stephanie Garrabrant-Sierra, Assistant City Manager
Approved by: Troy Brown, City Manager

ATTACHMENTS:

Attachment A – Ordinance 1218

ORDINANCE 1218

AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 10.08.1310 OF THE TRACY MUNICIPAL CODE RELATING TO MINIMUM FRONT AND REAR YARDS AND REAR YARD OPEN SPACE REQUIREMENTS IN THE MEDIUM DENSITY CLUSTER (MDC) ZONE APPLICATION NUMBER ZA15-0002

WHEREAS, Mana Investments submitted an application to amend the minimum front and rear yards and rear yard open space requirements in the Medium Density Cluster (MDC) Zone, Application Number ZA15-0002, and

WHEREAS, The proposed ordinance is not a project within the meaning of the California Environmental Quality Act because it does not have the potential for causing a significant effect on the environment (CEQA Guidelines, 14 California Code of Regulations, §15061(b).), and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on April 13, 2016 and recommended that the City Council approve the amendment to the MDC Zone, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on May 17, 2016;

The City Council of the City of Tracy does ordain as follows:

SECTION 1: Section 10.08.1310, Minimum Yards (MDC), of the Tracy Municipal Code is amended to read as follows:

“10.08.1310 - Minimum yards (MDC).

The following minimum yards shall be required in the MDC Zone:

(a) Front:

(1) For lots created on or after July 7, 2016, the minimum front yard shall be ten (10') feet, except for the garage door, which shall be setback a minimum of twenty (20') feet;

(2) For lots created before July 7, 2016, the minimum front yard shall be at least fifteen (15') feet to at least twenty (20') feet, including garage structure from the existing or planned sidewalk with at least a two (2') foot differential between neighboring main buildings. Garage setbacks fifteen (15') feet to eighteen (18') feet from the property line shall have roll-up doors;

(b) Side:

(1) Interior lots: Seven (7') feet on one side and four (4') feet on the other with a minimum distance of eleven (11') feet between neighboring main buildings;

(2) Corner lots: Ten (10') feet on the street side and four (4') feet on the interior side; with no four (4') foot side yard abutting another four (4') foot side yard with a minimum distance of eleven (11') feet between neighboring main buildings;

(3) Interior lots ten (10') feet on one side with zero (0') feet on interior side. On corner lots the ten (10') foot side yard shall be on the street side;

(c) Rear:

(1) For lots created on or after July 7, 2016, the minimum rear yard shall be ten (10') feet with at least 450 square feet of open space in the rear yard;

(2) For lots created before July 7, 2016, the minimum rear yard shall be ten (10') feet with an average distance of fifteen (15') feet and at least six hundred seventy-five (675') square feet of open space in the rear yard;

(d) Distance between buildings: Six (6') feet between accessory buildings and between an accessory and main building; and the minimum distance between main buildings shall be the average height of the two main buildings;

(e) Accessory buildings not exceeding one-story in height may be located in any required rear or interior side yard provided they are on the rear one-half (1/2) of the lot or at least sixty (60') feet from the front property line;

(f) The requirements for side (b) and rear (c) yards described above shall not apply to projects having an approved Development Review and/or Tentative Subdivision Map application prior to October 3, 1989. Such projects shall provide a side yard area of seven (7') feet on one side and three (3') feet on the other side, with a rear yard setback of ten (10') feet. (Prior code § 10-2.804)"

SECTION 2. This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 3. This Ordinance shall either (1) be published once in a newspaper of general circulation, within fifteen (15) days after its adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* * * * *

The foregoing Ordinance was introduced at a regular meeting of the Tracy City Council on the 17th day of May 2016, and finally adopted on the 7th day of June, 2016, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.G

REQUEST

WAIVE SECOND READING AND ADOPT AN ORDINANCE OF THE CITY OF TRACY REZONING THE PROPERTY LOCATED AT 2774 W. BYRON ROAD, 2850 W. BYRON ROAD, AND 12920 W. BYRON ROAD (ASSESSOR'S PARCEL NUMBERS 238-080-04, 238-080-03, AND 238-050-01) FROM MEDIUM DENSITY RESIDENTIAL ZONE TO MEDIUM DENSITY CLUSTER ZONE APPLICATION NUMBER R14-0002

EXECUTIVE SUMMARY

Ordinance 1219 was introduced at the Council meeting held on May 17, 2016. Ordinance 1219 is before Council for adoption.

DISCUSSION

Mana Investments submitted Application R14-0002 to re-zone three parcels totaling approximately 10 acres from Medium Density Residential (MDR) Zone to Medium Density Cluster (MDC) Zone. Ordinance 1219 was introduced at a regular City Council meeting held on May 17, 2016, to re-zone 2774 W. Byron Road, 2850 W. Byron Road, and 12920 W. Byron Road (Assessor's Parcel Numbers 238-080-04, 238-080-03, and 238-050-01) from MDR Zone to MDC Zone. The subject property is designated Residential Medium by the General Plan. The applicant's proposal to rezone the site to MDC Zone would be compatible with the surrounding areas, which primarily consist of single-family residential neighborhoods.

Ordinance 1219 is before Council for adoption.

STRATEGIC PLAN

This agenda item does not relate to the Council's four strategic plans.

FISCAL IMPACT

None.

RECOMMENDATION

That Council adopt Ordinance 1219.

Prepared by: Adrienne Richardson, Deputy City Clerk

Reviewed by: Nora Pimentel, City Clerk
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS:

Attachment A – Ordinance 1219

ORDINANCE 1219

AN ORDINANCE OF THE CITY OF TRACY REZONING THE PROPERTY LOCATED AT 2774 W. BYRON ROAD, 2850 W. BYRON ROAD, AND 12920 W. BYRON ROAD (ASSESSOR'S PARCEL NUMBERS 238-080-04, 238-080-03, AND 238-050-01) FROM MEDIUM DENSITY RESIDENTIAL ZONE TO MEDIUM DENSITY CLUSTER ZONE
APPLICATION NUMBER R14-0002

WHEREAS, Mana Investments submitted an application to rezone three parcels totaling approximately 10 acres located at 2774 W. Byron Road, 2850 W. Byron Road, and 12920 W. Byron Road (Assessor's Parcel Numbers 238-080-04, 238-080-03, and 238-050-01) from Medium Density Residential (MDR) Zone to Medium Density Cluster (MDC) Zone, Application Number R14-0002, and

WHEREAS, The subject property is designated Residential Medium by the General Plan, and

WHEREAS, The applicant's proposal to rezone the site to MDC Zone would be compatible with the surrounding areas, which primarily consist of single-family residential neighborhoods, and

WHEREAS, The project is consistent with the Residential Medium designation and density requirements of the General Plan, for which an Environmental Impact Report (EIR) was certified on February 1, 2011, and as described in the CEQA 15183 Analysis (Attachment I of the City Council Staff Report dated May 17, 2016), there are no site-specific or cumulative impacts associated with the project that have not been fully addressed in the General Plan EIR, or that cannot be mitigated to a less-than-significant level through the application of uniformly applied development policies and/or standards, and therefore, in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15183, no further environmental assessment is required, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on April 13, 2016 and recommended that the City Council approve the rezone, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on May 17, 2016;

The City Council of the City of Tracy does ordain as follows:

SECTION 1: The property located at 2774 W. Byron Road, 2850 W. Byron Road, and 12920 W. Byron Road (Assessor's Parcel Numbers 238-080-04, 238-080-03, and 238-050-01) is hereby rezoned from Medium Density Residential (MDR) Zone to Medium Density Cluster (MDC) Zone and the City's Zoning Map is hereby amended to show this property zoned as MDC.

SECTION 2: This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 3: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* * * * *

The foregoing Ordinance 1219 was introduced at a regular meeting of the Tracy City Council on the 17th day of May 2016, and finally adopted on the 7th day of June, 2016, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.H

REQUEST

APPROVAL TO PURCHASE MOTOROLA IRRIGATION FIELD CONTROLLERS, ENCLOSURES AND CENTRAL IRRIGATION CONTROL SYSTEMS FROM CENTRAL CONTROL SYSTEMS LTD. FOR \$265,123.05

EXECUTIVE SUMMARY

The City currently has Motorola centralized irrigation control systems to operate and manage irrigation systems throughout the City. The existing infrastructure of the system has become obsolete and is prone to failures, which impacts the City's day-to-day operations and the ability to properly manage irrigation water use. The Public Works Department recommends replacement of the outdated portions of the existing Motorola Control Systems with the updated Motorola Control Systems in Landscape Maintenance District (LMD) zones 3, 8, 10, and in General Fund parks.

DISCUSSION

The City of Tracy Public Works Department operates irrigation controllers throughout the City using Motorola Irrigation Control Systems infrastructure for the majority of its sites. These controllers irrigate the medians, parks, and various landscapes throughout the City. The system that is currently being used consists primarily of an outdated radio repeater-based system. Several of the current controllers are over 25 years old. Given the age of the system, there have been multiple failures over the past few years. The manufacturer no longer supports the older system, parts are no longer available, and the system was required to change from a wide-band frequency to a narrow-band frequency which has made many of the systems' radios obsolete. System failures have contributed to an increased amount of dried turf, shrubs, and trees. In some areas the failing field units have resulted in wasted water due to the system not shutting off as scheduled. These failures have also affected the aesthetics of landscaping and parks throughout the City.

By replacing the obsolete Motorola Control Systems components with the updated system, support will be provided by the vendor and any system issues will be able to be corrected quickly. Central Control Systems, Ltd. is the only factory recognized and qualified regional dealer to supply technical services and support for Motorola irrigation system products. As such, the City Manager has determined that Central Control Systems, Ltd. qualifies as a sole source provider under Tracy Municipal Code section 2.20.180(b)(2). The new Motorola Control Systems consist of Motorola ACE and IRRinet-M controllers which have newer technology, more communication power and outputs, and greater capabilities. Updating our central controller systems is necessary to re-establish dependable communications to the new controllers and maintain communications to the City's irrigation weather station. This is a SCADA based system capable of covering large geographic areas and controlling complex water management systems.

STRATEGIC PLAN

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

plans.

FISCAL IMPACT

Total cost for the project is \$265,123.05.

Cost to the General Fund parks is \$109,843.05 and is budgeted through CIP 78140 plus an additional \$641 from the parks operating budget.

Cost to LMD zones 3, 8, 10 is a combined \$155,280 and is budgeted through CIP 78139.

There will be no additional un-budgeted impact to the General Fund.

RECOMMENDATION

That the City Council, by resolution, approve the purchase of Motorola Irrigation Field Controllers, enclosures, and central irrigation control systems from Central Control System Ltd. for \$265,123.05.

Prepared by: Connie Vieira, Management Analyst I

Reviewed by: Don Scholl, Public Works Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION _____

AUTHORIZING PURCHASE OF MOTOROLA IRRIGATION FIELD CONTROLLERS, ENCLOSURES AND CENTRAL IRRIGATION CONTROL SYSTEMS FROM CENTRAL CONTROL LTD. FOR \$265,123.05

WHEREAS, The current Motorola Control Systems have numerous controllers that are over 25 years old, and

WHEREAS, The systems are prone to failures, are no longer supported by the manufacturer, and have become obsolete.

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves the purchase of upgraded Motorola Irrigation Field Controllers, enclosures and central irrigation control systems from Central Control Ltd. for \$265,123.05.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 7th day of June 2016, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.I

REQUEST

APPROVE A LETTER SUPPORTING THE FIRE DEPARTMENT'S APPLICATION FOR A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT UNDER THE FEDERAL ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

EXECUTIVE SUMMARY

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Agency (NFPA) 1710.

The Tracy Fire Department applied for a SAFER grant in the amount of \$1,453,092 during the 2016 application period. In order to ensure that there is a clear understanding of the long-term obligations of a SAFER grant and that, if awarded, all parties involved are committed to fulfilling those requirements upon acceptance of award; the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) request a letter from the governing body stating their commitment to grant requirements during the two-year period of performance. A letter of support from the governing body will strengthen the grant application and increase the likelihood of award.

DISCUSSION

In March of 2016, the fire department applied for a SAFER grant through DHS/FEMA in the amount of \$1,453,092. If awarded, this funding would cover the expense of six firefighter/paramedics for a period of two years. The requested amount includes actual anticipated expenditures of both salary and benefits. Due to the application deadline of March 25, 2016, the requested amount does not include any recent changes to salary attributed to the new labor agreement with the Tracy Firefighters Association. If awarded, there is no local match requirement to the City.

If awarded, the department is required to recruit the positions within 180-days and the period of performance automatically starts after the recruitment period, regardless of whether the grantee has successfully hired the requested firefighters. It is not required to retain grant funded positions beyond the two year period of performance. It is believed through either attrition of existing personnel or expansion due to pending development; grant funded positions will likely be absorbed.

If granted, the added staffing will be used to best meet the operational needs of the jurisdictional area. Currently the fire department has three personnel assigned to each unit with the exception of Fire Station 93 and Fire Station 94, which are staffed with two

personnel each. The additional personnel will assist the community by providing for safer work teams and a better concentration of resources to assemble an adequate workforce at working structure fires. Additional firefighters will allow the department to more adequately comply with the NFPA 1710 standard (*Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*).

SAFER grant applicants are asked by the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) to provide a letter from the governing body stating their commitment to grant requirements during the two-year period of performance. A letter of support from the governing body will strengthen the grant application and increase the likelihood of award.

STRATEGIC PLAN

This is a routine operational item and is not related to one of the Councils Strategic Plans.

FISCAL IMPACT

Fund 211 Fire; \$1,453,092 Revenue over two fiscal years, \$1,557,151 salary and benefit expenditures over two years, net Fire Fund \$104,059, not budgeted.

RECOMMENDATION

Staff recommends the City Council support the SAFER grant application and approve a letter of support stating their commitment to the grant requirements during the two-year period of performance and authorize the Mayor to sign the letter.

Prepared by: David A. Bramell, Fire Division Chief

Reviewed by: Randall Bradley, Fire Chief
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

Attachment A – Letter of Support for SAFER grant



ATTACHMENT A

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

CITY COUNCIL

MAIN 209.831.6000
FAX 209.831.6120
www.ci.tracy.ca.us

June 7, 2016

Catherine Patterson, Branch Chief
Assistance to Firefighters Grants Branch
DHS/FEMA
800 K Street NW Mailstop 3620
Washington DC 20472-3620

Dear Branch Chief Patterson:

The Tracy City Council is writing to express support of our Fire Department's application for a 2016 Staffing for Adequate Fire and Emergency Response (SAFER) grant.

Should our fire department be selected for award, the council is committed to fulfilling the requirements set forth within the grant. We understand that staffing levels must be maintained and no lay-offs may occur within the fire department during the identified period of performance. We further understand there is a 180-day requirement associated with recruitment of the requested positions.

The City of Tracy is pleased to be an equal opportunity employer that considers applicants without regard to race, color, religion, ancestry, national origin, sex, marital status, age, medical condition or disability, or any other status protected by law. The City seeks candidates who can make contributions in an environment of cultural and ethnic diversity.

We sincerely appreciate your consideration of awarding a SAFER grant to our organization. If awarded, not only will our community benefit greatly, but the safety and efficiency of our fire department as well.

Sincerely,

Michael Maciel
Mayor

AGENDA ITEM 1.J

REQUEST

AUTHORIZE ADOPTION OF A RESOLUTION TO ADOPT SAFE HARBORS UNDER THE PATIENT PROTECTION AND AFFORDABLE CARE ACT (ACA) AND DELEGATE AUTHORITY TO THE CITY MANAGER OR HIS/HER DESIGNEE TO IMPLEMENT THE DETAILS OF SAFE HARBORS THROUGH AN ADMINISTRATIVE POLICY

EXECUTIVE SUMMARY

The Affordable Care Act (ACA) mandates that a large employer (at least 50 full time employees, including full time equivalents) offer affordable health care to all of its “full-time” employees or face substantial penalties. The penalties are triggered when a “full-time” employee is eligible for and is not offered affordable paid medical coverage and obtains subsidized coverage through Covered California, California’s health benefits exchange.

This agenda item seeks approval to establish the Look Back Measure Method and affordability Safe Harbors for the City of Tracy as permitted under the Patient Protection and Affordable Care Act (ACA).

DISCUSSION

In accordance with Section 6056 of Title 26 of the United States Code, the Internal Revenue Code requires applicable large employers to begin reporting information about employee hours and coverage in early 2016. This resolution establishes the Look Back Measurement Method Safe Harbor with regard to all employees for reporting purposes only.

The City of Tracy is considered a “larger employer” for the purposes of the ACA. As a larger employer, the City has the responsibility of offering all “full time” employees (employees working on average 30 or more hours per week or 130 hours per month) affordable health care coverage.

Final regulations regarding the ACA have been released and employers must report to the Internal Revenue Service (IRS), information on full time employee status and City-offered coverage. This reporting was previously optional during a transitional grace period after adoption of the law. The final regulations also provide final definitions of employee categories. A resolution to comply with the federal regulations is necessary.

While all bargaining unit employees will continue to be eligible for and offered affordable medical coverage in accordance with the applicable bargaining agreement or compensation plan, the City does have non-regular part time employees who are not covered under such agreements or plans. The law defines a “full time” employee as one who averages 30 or more hours of service per week in any given month. To assess employee hours, the Internal Revenue Service (IRS) allows employers to adopt a “Look

Back Measurement Method Safe Harbor” to determine whether an employee is “full time” for purposes of determining eligibility and for a calculating the ACA penalties. Under this Safe Harbor, the City looks back at a defined period of time (e.g. twelve months) to determine each employee’s hours rather than averaging hours on a monthly basis. An employer who adopts this Safe Harbor can determine an employee’s status as a full or part-time employee by looking back at the employee’s average hours during the measurement period rather than in a single month and rely on that determination during the corresponding stability period. If an employer does not adopt this Safe Harbor, the IRS will determine eligibility and assess penalties on a monthly basis based on those employees who are considered “full-time” for any given month.

The implementation of this Safe Harbor will require that the City meet specific legal restrictions relating to the timing and length of the periods that must be established under this Safe Harbor. The IRS also allows the City to adopt affordability Safe Harbors to confirm that the City’s health plans are affordable.

The ACA continues to change as the U.S Departments of Health and Human Services, Labor, and Treasury issue guidance and regulations. There are many details to the ACA and the Safe Harbors which are best placed in a City Administrative Policy.

It is recommended that the Council adopt Safe Harbors pursuant to the attached resolution which delegates authority to the City Manager or his/her designee to implement and amend an Administrative Policy that will describe the operation of the Safe Harbors in compliance with the ACA. The Administrative Policy will establish how the City will measure and track employees’ hours of work and identify the standard measurement, administrative and stability periods. In addition, it will outline the affordability safe harbors (i.e. for W-2 Safe Harbor, Rate of Pay Safe Harbor, or Federal Poverty Line Safe Harbor) used to determine the minimum value coverage that the City offers its full time employees to meet the affordability standards of the ACA.

The Resolution or Administrative Policy does not impact the benefits or coverage currently offered to bargaining unit employees.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact to the General Fund by authorizing adoption of Safe Harbors under the Patient Protection and Affordable Care Act (ACA).

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to adopt Safe Harbors under the Patient Protection and Affordable Care Act (ACA) and delegate authority to the City Manager or his/her designee to implement the details of Safe Harbors through an administrative policy.

Agenda Item 1.J

June 7, 2016

Page 3 of 3

Prepared by: Midori Lichtwardt, Human Resources Manager

Reviewed by: V. Rachelle McQuiston, Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2016 - _____

ADOPTING SAFE HARBORS UNDER THE PATIENT PROTECTION AND AFFORDABLE CARE ACT AND DELEGATING AUTHORITY TO THE CITY MANAGER TO IMPLEMENT THE DETAILS OF THE SAFE HARBORS THROUGH AN ADMINISTRATIVE POLICY

WHEREAS, The Patient Protection and Affordable Care Act (“ACA”) was enacted on March 23, 2010; and

WHEREAS, the ACA added Section 4980H Shared Responsibility of Employers Regarding Health Care Coverage and Section 6056 Certain Employers Required to Report on Health Insurance Coverage to Title 26 of the United States Internal Revenue Code; and

WHEREAS, Section 4980H imposes an assessable payment on an applicable larger employer where (1) it fails to offer “substantially all” of its full time employees (and their dependents) the opportunity to enroll in minimum essential coverage or offers coverage to “substantially all” of its full time employees (and their dependents), but that coverage is either “unaffordable” or does not provide “minimum value;” and (2) any full time employee is certified to the employer as having received a subsidy for coverage through the exchange (“Assessable Payment”); and

WHEREAS, Section 6056 requires the City to file with the Internal Revenue Service an annual return for each full time employee; and

WHEREAS, the City of Tracy (“City”) is considered an applicable large employer because it employed at least 50 full time employees during the preceding calendar year; and

WHEREAS, the Department of Treasury issued final regulations regarding Section 4980H that permit the City to adopt the Look Back Measurement Method Safe Harbor in order to determine the status of an employee as “full time” for purposes of reporting and calculating the Assessable Payment, if any (79 Federal Register 8544, 8586, February 12, 2014); and

WHEREAS, the City intends to adopt the provisions of the Look Back Measurement Method Safe Harbor in order to determine the full time status of its employees for purposes of the Assessable Payment and reporting; and

WHEREAS, the Department of Treasury issued final regulations regarding Section 4980H, that permit the City to use one of three affordability safe harbors for any reasonable category of employee as long as it is applied on a uniform and consistent basis for all employees in the category (79 Federal Register 8544, 8599-8601, February 12, 2014); and

WHEREAS, the City intends to use the affordability safe harbors as contemplated in the final regulations; and

WHEREAS, the City intends to use good faith efforts to comply with legal requirements under the ACA despite that they have not yet been fully developed; and

WHEREAS, the City expects that further guidance and regulations may be issued regarding the ACA;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy:

1. Establishes the Look Back Measurement Method Safe Harbor with regard to all employees for the purposes of identifying full time employees for the calculation of the Assessable Payment and IRS reporting.
2. As to represented employees or full time employees covered by a Memorandum of Understanding or a Compensation and Benefits Plan that offers health coverage, the City does not establish the Look Back Measurement Safe Harbor for the purpose of determining eligibility for an offer of coverage. All represented employees' eligibility for an offer of medical coverage shall continue to be governed by the terms of any applicable Memorandum of Understanding or Compensation and Benefits Plan.
3. As to unrepresented employees not covered by a Memorandum of Understanding or Compensation and Benefit Plan that offers medical, the City establishes the Look Back Measurement Method Safe Harbor for the purpose of determining eligibility for an offer of coverage.
4. Delegates authority to the City Manager, including his/her designee(s), to create an ACA Administrative Policy that establishes standard measurement, administrative and stability periods, governs the measurement and tracking of employees' hours of service, and/or otherwise establishes procedures in accordance with Section 4980H to comply with the Look Back Measurement Method Safe Harbor.
5. For each reasonable category of employees, the City in its sole discretion, but on a uniform and consistent basis for all of the employees in a reasonable category, will apply one of the three affordability safe harbors (i.e. Form W-2 Safe Harbor, Rate of Pay Safe Harbor, or Federal Poverty Line Safe Harbor) to determine the affordability of the minimum value coverage that it offers its full time employees.
6. Delegates authority to the City Manager, including his/her designee(s), to establish the Administrative Policy to comply with any of the three affordability safe harbors in accordance with and as permitted by Section 4980H.
7. Delegates authority to the City Manager, including his/her designee(s), to establish and modify as needed an Administrative Policy to ensure the City's compliance with Sections 4980H and 6056 of the Internal Revenue Code.

The foregoing Resolution 2016 - _____ was adopted by the Tracy City Council on the 7th day of June, 2016 by the following vote:

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

Mayor

ATTEST:

City Clerk

June 7, 2016

AGENDA ITEM 1.K

REQUEST

AUTHORIZE AMENDMENT NUMBER TWO TO THE MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA) WITH RENNE SLOAN HOLTZMAN SAKAI LLP FOR SPECIAL COUNSEL TO CONDUCT LABOR NEGOTIATIONS AND CONTRACT IMPLEMENTATION WITH MULTIPLE EMPLOYEE GROUPS AND AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT

EXECUTIVE SUMMARY

Renne Sloan Holtzman Sakai LLP has assisted the City in negotiating seven (7) successor Memorandums of Understanding and/or Compensation and Benefit Plans over the last 21 months including several months of pre-negotiating planning. As a final element of contract negotiations, the firm remains available to assist the City when issues arise that require further legal analysis or discussion between the employee groups and the City. This amendment is requesting a \$23,000 increase to the not to exceed amount for this Master Professional Services Agreement (MPSA) to pay for approximately \$18,000 in outstanding invoices for services rendered in February through April of this year and provide continuity in legal representation as the City moves forward in implementing the provisions of the new employment contracts.

DISCUSSION

On August 5, 2014 City Council approved a Master Professional Services Agreement (MPSA) with Renne Sloan Holtzman Sakai LLP for special counsel to conduct labor contract negotiations with the City's five (5) represented and two (2) unrepresented labor groups. The original Master Professional Service Agreement contained a \$100,000 not to exceed limit. In fiscal year 2015/16, Amendment No. 1 was approved which increased the not to exceed amount to \$200,000.

Active, at-the-table, labor negotiations were conducted over that last 14 months resulting in the successful negotiation of seven (7) successor Memorandums of Understanding and/or Compensation and Benefit Plans. The pace of negotiations quickened significantly just before closing the final three (3) contracts, impacting staff's ability to get before Council to request additional room in the Master Professional Services Agreement's not to exceed amount to cover the costs for services rendered.

Additionally, as the final piece to the negotiations process, the City is currently in the process of implementing the provisions of the new agreements. To ensure continuity of information exchanged during the negotiations process, it is recommended that the Council authorize an increase to the MPSA's not to exceed amount to pay for services already rendered and to have some monies available to provide for additional legal assistance needed to fully and appropriately implement the provisions of the negotiated language, including additional legal analysis and consultation. If approved, this contract amendment will change the not to exceed limit of the MPSA from \$200,000 to \$223,000.

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.

FISCAL IMPACT

There is no additional General Fund fiscal impact as a result of amending this MPSA.

RECOMMENDATION

That the City Council, by resolution, approve Amendment No. 2 to the Master Professional Services Agreement for Renne Sloan Holtzman Sakai LLP and authorize the Mayor to execute the Amendment.

Prepared by: Midori Lichtwardt, Human Resources Division Manager

Reviewed by: V. Rachelle McQuiston, Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENT

Exhibit A: Amendment No. 2 to the Master Professional Services Agreement with Renne Sloan, Holtzman Sakai LLP

**CITY OF TRACY
AMENDMENT NO. 2 TO
MASTER PROFESSIONAL SERVICES AGREEMENT
RENNE SLOAN HOLTZMAN SAKAI LLP**

This Amendment No. 2 (Amendment) to the Master Professional Services Agreement is entered into between the City of Tracy, a municipal corporation (City), and RENNE SLOAN HOLTZMAN SAKAI LLP.

Recitals

- A.** The City and RENNE SLOAN HOLTZMAN SAKAI LLP entered into a Master Professional Services Agreement (Agreement) for special counsel to conduct labor negotiations on behalf of the City, which was approved by the City Council on August 5, 2014, under Resolution No. 2014-116.
- B.** On September 5, 2015 Council authorized Amendment No.1 to the Master Professional Services Agreement, which increased the “not to exceed” limit to \$200,000.
- C.** The CITY desires to increase the “not to exceed” total compensation under this agreement to \$223,000 from the current amount of \$200,000 to pay for services rendered and expected contingencies that may arise out of the negotiations and contract implementation process with multiple employee labor groups.

Now therefore, the parties mutually agree as follows:

1. Incorporation by Reference. This Amendment incorporates by reference all terms set forth in the Agreement, and Amendment No. 1, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.

2. Terms of Amendment. The first sentence of Section 5.1 is amended to read as follows:

For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rate amounts set forth in Exhibit “B”, and Not to Exceed the amount set forth in each individual Task Order, provided however that the aggregate total of all Task Orders under this agreement is not to exceed \$223,000.

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

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

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

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

City of Tracy

Renne Sloan Holtzman Sakai LLP

By: _____
Michael Maciel
Title: Mayor
Date: _____

By: _____
Dania Torres Wong
Title: Partner
Date: _____

Attest:

By: _____
Nora Pimentel, City Clerk

Approved as to form

City Business License # 73673

By: _____
Bill Sartor, City Attorney

RESOLUTION 2016 - _____

APPROVING AMENDMENT NUMBER TWO TO THE MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA) WITH RENNE SLOAN HOLTZMAN SAKAI LLP FOR SPECIAL COUNSEL TO ASSIST WITH CONTRACT IMPLEMENTATION WITH MULTIPLE EMPLOYEE GROUPS AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT

WHEREAS, Multiple employee labor contracts expired on June 30, 2015; and

WHEREAS, City Council approved a Master Professional Services Agreement on August 5, 2014, and Amendment No. 1 on September 5, 2015, with Renne Sloan Holtzman Sakai LLP, who conducted labor negotiations on behalf of the City; and

WHEREAS, The City desires to increase the “not to exceed” amount in the Master Professional Services Agreement to pay for approximately \$18,000 for services rendered during negotiations and to continue to retain this firm as special counsel to assist with contract implementation on behalf of the City, and anticipates needing an additional \$23,000 for these purposes.

NOW THEREFORE BE IT RESOLVED, that the City Council hereby approves Amendment Number Two to the Master Professional Services Agreement with Renne Sloan Holtzman Sakai LLP (Exhibit A), increasing the total compensation by \$23,000 (and the not to exceed amount for the Agreement to \$223,000) to pay for services rendered and to assist with contract implementation with multiple employee groups and authorizes the Mayor to sign the Amendment.

The foregoing resolution 2016-_____ was adopted by the Tracy City Council the 7th day of June, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.L

REQUEST

AUTHORIZE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND POSITION CONTROL ROSTER BY APPROVING THE ESTABLISHMENT OF TWO (2) NEW CLASSIFICATION SPECIFICATIONS AND SALARY RANGES FOR MEDIA SERVICES COORDINATOR AND RECEPTIONIST

EXECUTIVE SUMMARY

This report recommends the establishment of two (2) new classifications; Media Services Coordinator, allocated to the City Manager's Office and Receptionist, allocated to the Development Services Department.

Media Services Coordinator

The proposed Media Services Coordinator will meet the City's need for a specialized classification that will focus on the highly technical duties related to the City's growing media programs and communication strategies including Channel 26. Funding for this position will be allocated through the General Fund.

Receptionist

The proposed Receptionist will meet the City's need for a full-time staff member to service the public at the highly busy Development Services counter. Funding for this position will be allocated through the Special Revenue (Development Services) and General Funds.

DISCUSSION

Periodically, the Human Resources Division receives requests for classification studies to allow for changes that have occurred in areas such as job responsibilities, organizational structure, and/or service needs. Based on the results of classification studies, the Human Resources Division recommends the establishment and approval of two (2) new classifications.

Media Services Coordinator

This position is being recommended meet the City's growing audio/ visual needs.

The Media Services Coordinator will be responsible for administering the day-to-day operations of the City's government and education cable television station, Channel 26. This includes the oversight of part-time staff and interns, ensuring programming equipment is operating properly on Channel 26 twenty-four hours per day, 7 days per week; trouble shooting audio/visual issues at Channel 26 and City Hall; filming, editing and finalizing productions to promote City events, services and activities; facilitating the Memorandum of Understanding between the City of Tracy and the Delta Charter Media Internship Program; and overseeing the filming and live streaming of City Council meetings.

Community access stations, such as Channel 26, promote transparency and access between local governments and their residents and businesses by broadcasting City Council and School Board meetings, community updates, educational programming, urgent

information and coverage of special events.

The need to deliver media communication services in an efficient and cost-effective manner is greater than ever, and remains a priority within the City. As such, it is vital to have a dedicated full-time employee assigned to these important functions. Doing so will enable the City to be responsive and transparent, and demonstrate accountability to its residents.

This is a single-position classification. The individual in the classification shall, under the direction of the City Manager's Office, be responsible for supporting the City's media functions and related equipment. The proposed monthly salary range for this classification is, \$4,292.74 to \$5,217.84 to maintain an internal alignment with other Coordinator positions with similar minimum requirements and responsibilities.

Receptionist

This position is being recommended to meet the City's growing need to have full-time allocated staff to service the front counter in Development Services. Service inquiries for many City departments come to the Development Services front counter as that location is central to City Hall and convenient for the public. Additionally, building, construction, and development activity in the City steadily grows as the community grows, resulting in an increase in both foot traffic and phone inquiries in the Development Services Department.

Recent development activity has dramatically increased, which increases demand on administrative assistance in support of that development activity, especially in the areas of contract management, agenda preparation, code enforcement case management, and file systems management. Historically, receptionist duties have been completed by an Administrative Assistant position, which was eliminated during the economic downturn. Since that time, the duties have been shared on a rotating basis by two part-time clerical staff with Development Services Administrative and Executive Assistants stepping in as back-up during absences, breaks, and vacations.

The need for a receptionist is greater than ever as development activity increases, code enforcement caseloads increase, and general public inquiries increase due to a growing residential and business population. A receptionist will also help ensure continuity of high-level customer service to the general public and the development community.

The Receptionist will be responsible for receiving incoming phone calls for multiple City departments, greeting customers, directing public inquiries to appropriate departments, opening and distributing mail, and handling miscellaneous clerical duties managed at the front counter, including preparing bulk mailings for public hearings.

This is a single-position classification. The individual in the classification shall, under the direction of the Development Services Department, be responsible for staffing the City's public counter and telephone lines. The proposed monthly salary range for this classification is, \$2,951.74 to \$3,587.83 to maintain an appropriate spread between this proposed classification and the next level administrative position to ensure sustaining internal compensation structure.

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.

FISCAL IMPACT

The positions will be funded as part of the Fiscal Year 16/17 budget.

RECOMMENDATION

That the City Council, by resolution, authorizes the Administrative Services Director or Designee to amend the City's Classification and Compensation Plans by approving the establishment of a class specifications and salary ranges for Media Services Coordinator and Receptionist.

Prepared by: JoAnn Weberg, Human Resources Analyst
Vanessa Carrera, Public Information Officer
Bill Dean, Assistant Development Services Director

Reviewed by: Rachelle McQuiston, Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

Attachment: Exhibit A - Media Services Coordinator
Exhibit B - Receptionist

EXHIBIT A

City of Tracy

MEDIA SERVICES COORDINATOR

Class Title:	Media Services Coordinator	Class Code:	XXXXXX
Department:	City Manager's Office	Bargaining Unit:	TSSU
EEO Code:	80	Effective Date:	06-07-16
FLSA Status:	Non-Exempt		

DESCRIPTION

Under the direction of higher level supervisory or management staff, the Media Services Coordinator is responsible for developing, organizing and implementing the operations and programming of the City's Government and Education Access television channel and production of professional quality videos for governmental, instructional, training and promotional purposes. Responsibilities include the training and oversight of part-time, temporary staff and volunteers; and performing other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from higher level supervisor or manager. This class may provide lead direction over program assistants, volunteers and interns.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

Oversees and directs remote and studio productions; coordinates crew and talent for video productions; coordinates set-up, lighting, audio, and video equipment for television production.

Consults with clients on subject material, script development, audio and lighting requirements, shooting locations and equipment required; assists with instructional design and development issues; drafts scripts and script outlines for future productions.

Organize, prioritize, assign work and provide direction to interns, volunteers, temporary employees and/or other assigned staff.

Designs and produces graphics for video production, including images from live video or stills, and develops graphics using Adobe Photoshop, After Effects or other character generator programs.

Performs production tasks such as, selecting site for shooting, checking site for power availability and accessibility, determining lighting requirements, transporting equipment to site, and setting up props.

Operates video cameras, determines shot composition and adjusts equipment for panning, zooming

and focusing on subjects; operates audio equipment, monitors microphone sound levels during production and makes adjustments to ensure voice quality.

Performs director and/or producer functions related to programs for and about the City.

Coordinates and performs pre-production activities.

Reviews and edits raw video footage; uses digital editing software to produce final version for review.

Maintains and troubleshoots video, audio and computer equipment used at the television station and City Hall. Develops and maintains equipment inventory.

Provides technical assistance, training and consulting to other City departments regarding television related technologies and equipment, including audio/visual set up and design and installation and repair of audio/visual equipment.

Schedules programming to be shown on the government access channel. Maintains broadcast standards by analyzing and adjusting the equipment, utilizing test generators, digital meters and reference tapes.

Makes recommendations regarding the acquisition of video and related equipment.

Maintains orderly records and files for the videotape library.

Develops and tracks performance indicators.

Monitors program budget.

Administers Channel 26 administrative policies.

Monitors program contractors and contract agreements.

OTHER JOB-RELATED DUTIES

Perform related duties as required.

MINIMUM QUALIFICATIONS

Knowledge of:

Public, Education and Government Access field and technical requirements of operating a PEG access television facility, including digital file servers and playback scheduling software, digital switchers, non-linear editing systems, software and related applications. Cable television broadcast standards; FCC broadcast regulations and cable rules.

Television production techniques for directing, editing, camera, audio, and graphics.

Television, audio and video production equipment.

Ability to:

Learn and understand public access standards and cable television franchise agreement and related ordinances.

Adjust and synchronize video equipment.

Edit raw footage without a script; create a complete, coherent program from unscripted footage; and coordinate resources to develop and produce quality videos.

Operate and maintain audio, video, computer, and related electronic equipment.

Develop ideas from conceptualization to visual presentation.

Work a flexible schedule that includes some evening and weekends.

Communicate effectively, both orally and in writing.

Develop and maintain effective working relationships with those contacted in the course of work.

Independently problem solve and trouble-shoot technical issues.

EXPERIENCE AND EDUCATION

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

Education:

An Associate's degree from an accredited college or university with major coursework in Communications, Journalism, Television Production or a related field.

Experience:

Two years of increasingly responsible work experience in television production performing the full range of video production duties. Two years providing technical supervision and training is desirable.

LICENSES AND CERTIFICATES

Possession of an appropriate valid California Driver's License at time of application.

TOOLS AND EQUIPMENT USED

Uses a vehicle for travel to and from various city sites.

Equipment used in the production and editing of Community Access programming.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate various pieces of camera and office equipment.

While performing the duties of this job, the employee is required to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms.

The employee is required to climb or balance, stoop, kneel, crouch, or crawl; talk and hear. The employee must lift and/or move up to 50 pounds.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals. This position requires working in an outdoor environment.

The noise level in the work environment is usually quiet in the office or moderately loud when in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the City of Tracy and employee and is subject to change by the City as the needs of the City and requirements of the job change.

EXHIBIT B

City of Tracy

RECEPTIONIST

Class Title:	Receptionist	Class Code:	40XXX
Department:	All Departments	Unit:	Technical & Support Services
EEO Code:	80	Effective Date:	06/07/16
FLSA Status:	Non-Exempt		

DESCRIPTION

Under supervision, answers City telephone lines and provides receptionist support for assigned department(s); front counter administrative duties including public contact and customer service; performs data entry and word processing; and performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Receptionist classification is distinguished from other administrative positions as it primarily performs the receptionist function and performs a variety of routine administrative tasks. This class is distinguished from the Administrative Assistant I/II positions in that the latter are the more experienced level and provide more complex administrative office support requiring specialized knowledge in an assigned area. Receives technical and functional supervision from management or higher level staff. May receive technical supervision from Executive Assistants. Provides no supervision.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

Perform receptionist duties; answer the telephone and provide general assistance and information to the public and internal customers regarding department policies and procedures as required.

Type general correspondence and perform data entry.

Copy, sort, collate, and staple a variety of documents, reports and correspondence.

Contact the public and outside agencies in acquiring and providing information.

Receive, sort, and distribute incoming and outgoing correspondence.

Use standard computer office software and equipment including word processing and spreadsheet packages.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Modern office practices, procedures, and methods.

Standard office equipment such as telephone, personal computer, printer, typewriter, copier, microfilm, electronic mail, calculator, fax, shredder and other standard office equipment.

Computer software such as word processing, various databases, and spreadsheet calculations.

Receptionist and telephone techniques.

Proper English usage, spelling, grammar, and punctuation including basic mathematics.

Ability to:

Learn to operate photocopier; folding, collating, cutting, hole punching equipment as required and use a scale and metering machine.

Operate a personal computer and related equipment.

Type or use word processing to produce clear, clean, accurate documents in a timely manner.

Deal tactfully and courteously with the public and City staff.

Perform basic clerical duties.

Communicate effectively, both orally and in writing.

Understand and carry out oral and written direction.

Establish and maintain effective work relationships with those contacted in the course of work.

Maintain a regular and reliable level of attendance and punctuality.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: High School Diploma or equivalent. Specialized course work in office practices such as computer software packages, typing, and filing, is desirable.

Experience: Six months of experience providing general office duties that included telephone reception, in-person public/customer contact and computer use. Public Sector experience is desirable.

LICENSES/CERTIFICATES

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS AND EQUIPMENT USED

Phones, personal computer and printers, copy machine, postage machine, fax machine, 10-key calculator, typewriter, shredder, scanner and tape recorder.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk and hear. The employee is required to; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. May be expected to lift and move containers weighing up to 25 lbs. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus. Occasionally set up graphics, tables, and chairs for meetings.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The position works in an office environment where the temperature remains constant. The noise level in the work environment is moderately noisy. There are frequent interruptions from phones, public inquiries and other staff.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the City of Tracy and employed is subject to change by the City as the needs of the City and requirements of the job change.

RESOLUTION _____

AMENDING THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND POSITION CONTROL ROSTER BY APPROVING THE ESTABLISHMENT OF NEW CLASSIFICATION SPECIFICATIONS AND SALARY RANGES FOR MEDIA SERVICES COORDINATOR AND RECEPTIONIST

WHEREAS, The City has established Classification and Compensation Plans and Position Control Roster, and

WHEREAS, The City has completed a classification review to establish new class specifications and salary ranges, and

WHEREAS, It is necessary to amend the City's Classification and Compensation Plans and Position Control Roster effective June 7, 2016 as follows:

Establish Classification and Compensation

Media Services Coordinator: \$4,292.74 to \$5,271.84 monthly.

Receptionist: \$2,951.74 to \$3,587.83 monthly.

NOW, THEREFORE, BE IT RESOLVED, That the City Council authorizes the Administrative Services Director or Designee to amend the City's Classification Plan for the established classifications; and

BE IT FURTHER RESOLVED, that the Finance Division Manager is authorized to amend the Compensation Plan and Position Control Roster to reflect the approved changes.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 7th day of June, 2016, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

June 7, 2016

AGENDA ITEM 1.M

REQUEST

**ACCEPT TRAVEL REPORT FROM CITY ATTORNEY REGARDING ATTENDANCE AT
LEAGUE OF CALIFORNIA CITIES CITY ATTORNEYS' CONFERENCE**

EXECUTIVE SUMMARY

This agenda item involves a travel report from the City Attorney.

DISCUSSION

The former and current City Attorney each attended the annual League of California Cities City Attorneys' Conference May 4 - May 6, 2016. The Conference provided an opportunity to hear presentations, and obtain written materials, on a variety of topics including: CEQA, new FPPC developments, elimination of bias, regulation of medical marijuana updates, water rate setting, as well as updates on general litigation and land use litigation.

Information obtained will be shared with the appropriate departments.

STRATEGIC PLAN

This agenda item is not related to City Council's Strategic Plans.

FISCAL IMPACT

The costs of travel and training were included in this year's budget.

RECOMMENDATION

That the Council accept the Conference Travel Report.

Prepared and Approved by Bill Sartor, City Attorney

AGENDA ITEM 1.N

REQUEST

APPROVE THE TRACY FIRE STATION 95 ACQUISITION AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY HILLS PROJECT OWNER, LLC AND TRACY PHASE 1, LLC AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

DISCUSSION

The City of Tracy, the Tracy Hills Project Owner, LLC, and Tracy Phase 1, LLC (collectively, the "Parties") are parties to a Development Agreement (DA) governing the development of the Tracy Hills Specific Plan Area. The DA requires the developer to design and construct a fire station in the Specific Plan Area within 24 months of the effective date of the DA, and further requires the Parties, not later than June 18, 2016, to execute a separate fire station agreement to establish and memorialize the Parties' obligations with respect to the design and construction of the fire station.

The proposed fire station will be located on west side of Coral Hollow Road near the California Aqueduct. Per the Citywide Public Safety Master Plan, the fire station will be approximately 7,401 square feet and cost approximately \$5 million. Per the DA, the Developer has agreed to fund the fire station up to \$5.5 million in exchange for public safety facility fee credits in the same amount.

The Fire Department Fire Station Design Committee will work closely with the Developer and the Architect on all aspects of facility design, equipment, and furnishings.

STRATEGIC PLAN

This agenda item is not related to the Council's Strategic Plans.

FISCAL IMPACT

This agenda item does not require any specific expenditure from the General Fund.

RECOMMENDATION

That the City Council approve the Tracy Fire Station 95 Acquisition Agreement between the City of Tracy and Tracy Hills Project Owner, LLC and authorize the Mayor to execute the Agreement.

Prepared by: Randall Bradley, Fire Chief

Reviewed by: Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

A - Agreement

**TRACY STATION 95
FIRE STATION ACQUISITION AGREEMENT**

By and Between the

CITY OF TRACY,
a municipal corporation

and

THE TRACY HILLS PROJECT OWNER, LLC
and TRACY PHASE I, LLC

Effective Date: _____, 2016

TRACY STATION 95

FIRE STATION ACQUISITION AGREEMENT

This Tracy Station 95 Acquisition Agreement (“Agreement”) is made by and between the CITY OF TRACY, a municipal corporation (“City”), and THE TRACY HILLS PROJECT OWNER, LLC and TRACY PHASE I, LLC (together, “Developer”) (City and Developer are collectively referred to as “Parties”) and is effective as of _____, 2016.

RECITALS

- A. Developer collectively owns approximately 1,843 acres (the “Property”) within the Tracy Hills Specific Plan.
- B. On April 19, 2016, the City Council approved and adopted a development agreement for the Property (the “DA”).
- C. Section 4.8(a) of the DA requires Developer to design and construct a fire station (“Fire Station”) on the Property within 26 months of the Effective Date of the DA, and further requires Developer and the City to execute this Agreement to provide for and memorialize the Parties’ obligations with regard to site acquisition, design, and construction of the fire station.

AGREEMENT

Based upon the foregoing Recitals, which are incorporated herein as provisions of this Agreement by reference, and in consideration of the covenants and promises of the City and Developer contained in this Agreement, the Parties agree to perform each of their respective obligations in a timely manner.

SECTION 1 – Definitions

“**Affiliate**” means (i) an entity that, directly or indirectly, controls, is controlled by, or is under common control with, Developer; or (ii) an entity in which Developer directly or indirectly owns at least a twenty-five percent (25%) interest.

“**City**” means the City of Tracy, acting through its City Council, officers, employees, and authorized representatives.

“**City Engineer**” means the City Engineer for the City of Tracy or authorized delegee.

“**Construction Contract**” means the contract between Developer and Developer’s contractor for all of the Work (as defined below) required to construct the Fire Station as designed, including all services required to be provided by or customarily provided by or under the direction of a licensed general contractor, and excluding all services related to designing the Fire Station.

“**Construction Contract Price**” means the total amount due to Developer’s contractor pursuant to the Construction Contract.

“Construction Documents” means the design and construction documents, including the Construction Contract and all drawings, specifications, and schematic plans prepared pursuant to the RFP (as defined below) and consistent with all applicable local, state, and federal laws, ordinances, policies, and regulations.

“Development Agreement” or “DA” is defined in Recital B.

“Final Acceptance” means that, following Final Completion, the City has received Developer’s irrevocable offer of dedication for the Fire Station Site and all improvements thereon, and the City Council has formally accepted the Work by resolution.

“Final Completion” means that the City Engineer and City Building Official have determined that the Work has been fully completed in accordance with the Construction Documents and this Agreement, including all Punch List items, and title to the Fire Station Site is free and clear of all liens and encumbrances.

“Fire Station” is defined in Recital C and is also referred to as “Tracy Station 95,” and as Fire Station “E” in the City’s Public Safety Master Plan.

“Fire Station Site” means the City-selected site for the Fire Station that is owned by or under contract to purchase by Developer or Developer’s affiliate until City’s acquisition at Final Acceptance, and is further described in Section 3.

“Public Safety Master Plan” means the City’s Public Safety Master Plan, as it may be amended by City from time to time.

“Request for Proposal” or “RFP” means Developer’s “Request for Proposals for Architectural Design Consultant Services” related to construction of the Fire Station that was previously issued.

“Total Cost” means all costs, including, but not limited to, costs of design, engineering, plan checking, land acquisition, land preparation, utilities installation, project management and overhead, applicable governmental fees, materials, labor, and construction. The Total Cost includes the cost of the land, whether currently owned by Developer or acquired from a third party, at a cost of \$210,000 per acre.

“Work” means all of the design and construction services necessary or incidental to completing the Fire Station in conformance with the requirements of the RFP, the DA, this Agreement, and the Construction Documents.

SECTION 2 – City Site Selection

Pursuant to Section 4.8(a)(i) of the DA and Section 2 of this Agreement, the City shall select a site for the Fire Station no later than 60 days from the execution of this Agreement. The site shall be approximately 1- to 2-acres and generally square in shape. The exact location, dimensions, and access to the site shall be determined through the design process. Developer shall own or acquire the site selected by the City, and the City shall not own the Fire Station Site until Final Acceptance.

SECTION 3 – City Approval of Plans and Construction Documents

Prior to commencement of construction, and within the time periods specified in Section 4.8(a) of the DA, City shall approve the Construction Documents, including all design plans, drawings, and specifications. The Construction Documents must include an estimated Construction Contract Price, and must comply with the following:

1. All requirements of the RFP;
2. All requirements of the City’s Public Safety Master Plan;
3. California Building Code; and
4. All applicable City, county, state, and federal laws, ordinances, development standards, policies, and regulations.

SECTION 4 – Security

A. General Surety Requirements

Each bond must be issued by a surety admitted in California. If an issuing surety cancels the bond or becomes insolvent, within seven days following written notice from City, Developer must substitute a surety reasonably acceptable to City.

B. Required Bonds

1. Faithful Performance Bond

To secure faithful performance of this Agreement, Developer shall provide to City a performance bond in the amount of the Construction Contract Price prior to commencement of construction. The bond must be in the form required by Government Code sections 66499 through 66499.10. If at any time Developer’s updated construction cost estimate exceeds the estimated price for the Fire Station by 5%, Developer must replace this bond with a bond based on 100% of the updated estimated price.

2. Warranty Bond

As a condition precedent to City’s Final Acceptance of the Fire Station, Developer must provide a warranty bond in the amount of 10% of the final cost of construction of the Fire Station, as determined by City, as a full guarantee for one year of Developer’s Work following Final Acceptance.

SECTION 5 – Construction

A. Developer’s Obligation to Construct

Developer shall construct or cause to be constructed the Fire Station in conformance with the Construction Documents to Final Completion.

B. Developer's Financial Contribution

Developer's maximum financial obligation regarding the Fire Station is Five Million Five Hundred Thousand Dollars (\$5,500,000.00)("Developer's Contribution") for the Total Cost. To the extent there are funds remaining after Final Acceptance, the balance may be used for equipping and/or outfitting the Fire Station as determined by the City (but in no event shall the total amount exceed Developer's Contribution amount).

C. City's Obligation for Costs over Developer's Contribution

In the event the Total Cost exceeds Developer's Contribution for any reason not the fault of the Developer, City shall reimburse Developer all amounts over Developer's Financial Contribution within ten (10) days of tender by Developer. Developer shall have no obligation to advance funds above the Developer's Contribution to continue or complete the Fire Station and upon reaching the amount of Developer's Contribution if City fails to fund its share, Developer shall be deemed to have satisfied its obligation under the DA.

D. Change Orders

Change orders shall require the City Manager's or his/her designee's approval, which shall not be unreasonably withheld or delayed.

E. Prevailing Wages

Each worker performing Work under this Agreement that is covered under Labor Code section 1720 or 1720.9, including cleanup of the construction site, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code.

F. Payroll Records

At all times during performance of this Agreement, Developer's contractor must comply with the provisions of Labor Code section 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for electronic submission of payroll records.

G. Insurance

Prior to the commencement of construction, the Developer shall furnish or cause to be furnished evidence to the City that all of the following insurance requirements have been satisfied:

1. General Requirements

The Developer shall or shall cause its agents or contractors to 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.

2. Policies and Limits

- (a) Commercial General Liability Insurance (“CGL”): A CGL policy (with coverage at least as broad as ISO form CG 00 01 01 96) in an amount not less than \$3,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- (b) Automobile Liability Insurance: An automobile policy (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- (c) Workers’ Compensation Insurance and Employer’s Liability: As required by the State of California.

3. Required Endorsements

The automobile and commercial general liability policies shall contain endorsements with the following provisions:

- (a) The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
- (b) For any claims related to this Agreement, the required coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Developer’s (or contractor or agent, if provided by them) insurance and shall not contribute with it.

4. Notice of Cancellation

All insurance policies required hereby shall contain endorsements by which each insurer is required to provide thirty (30) days prior written notice to the City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

5. Authorized Insurers

All insurance companies providing coverage required by this Agreement 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. Insurance Certificate

Developer (or its agent or contractor) shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney.

7. Substitution of Certificates

No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Developer (or agent contractor) shall provide a substitute certificate of insurance.

8. Developer's Obligation

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

SECTION 6: Inspection and Final Completion

A. Inspection and Oversight

The City may perform daily field inspections of the construction in progress, as required to assure that the construction is in accordance with the requirements of this Agreement. In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. The City shall receive copies of materials quality tests required to assure that the quality meets the City's requirements, and may require inspection or any re-testing which may be necessary. The City will perform the final inspection of the Work and prepare the inspection report, setting forth any deficiencies that may exist (the "Punch List"). Prior to determining that Developer

has achieved Final Completion, as described below, the City may re-inspect any corrective work performed by Developer and the as-built construction plans and records.

B. Final Completion

The City shall certify that Developer has achieved Final Completion when both the City Engineer and City Building Official have determined that the Work is fully completed in accordance with the Construction Documents and this Agreement. Final Completion cannot be achieved until Developer has completed all Punch List items and provided all required submittals, including the warranty bond and as-built drawings, to City's satisfaction. After Final Completion has occurred, the City Engineer will recommend Final Acceptance to the City Council.

SECTION 7: Dedication and Acceptance

Final Acceptance by the City Council will not be made unless and until a final inspection and determination of Final Completion has been made by the City Engineer and City Building Official in accordance with Section 5.B above, and Developer has submitted to the City an irrevocable offer of dedication for the Fire Station Site with improvements from Developer and evidence that the title to the Fire Station Site is free of all liens and encumbrances. Upon recommendation of the City Engineer, the City Council shall formally accept the Work by resolution. Should it become necessary for the City to occupy any portion of the Fire Station, or any portion of the Fire Station Site, before the Work is completed or accepted, such occupancy shall not constitute an acceptance of any part of the Work, unless so stated in writing by the City Engineer or other authorized official.

SECTION 8: Warranties and Fee Credits

A. Correction of Defective Work During the Warranty Period

The Developer shall warrant the quality of the Work, in accordance with the terms of the plans and Construction Documents, for a period of one year after Final 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, the City shall notify Developer of the defect and the Developer shall correct the defect within ten (10) days of receiving notice of the defect from the City. If the defect cannot be corrected within 10 days, Developer shall have such time as is necessary to correct the defect, provided that Developer has timely begun and is diligently continuing the work necessary to correct the defect. If Developer fails to begin the work to correct the defect within 10 days of receiving such notice, or fails to diligently continue such work, as reasonably determined by the City, Developer shall be in default under this Agreement. Pursuant to Section 4.B.3 of this Agreement, Developer must provide City with a warranty bond as a condition precedent to Final Acceptance.

B. Fee Credits

Developer shall be eligible for credits against Developer's obligation to pay Public Safety Master Plan fees in connection with its development of the Property as provided in and in conformance with Sections 3.3(d) and 4.8(c) of the DA.

SECTION 9: Indemnity

To the fullest extent permitted by law, Developer must indemnify, defend, and hold harmless the City, its agents and consultants (individually, an "Indemnitee," and collectively the "Indemnitees") from and against any and all liability, loss, damage, claims, expenses (including, without limitation, attorney fees, expert witness fees, paralegal fees, and fees and costs of litigation or arbitration) (collectively, "Liability") of every nature arising out of or in connection with acts or omissions of Developer, its employees, subcontractors, representatives, or agents, in bidding or performing the Work or its failure to comply with any of its obligations under the Agreement, except such Liability caused by the active and sole negligence, or willful misconduct, of an Indemnitee. Developer's failure or refusal to timely accept a tender of defense pursuant to this provision will be deemed a material breach of this Agreement.

SECTION 10: Miscellaneous Provisions

A. Integration; Severability

This Agreement, the DA, and the Construction Documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Developer. If any provision of this Agreement, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

B. Amendment

No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the parties to this Agreement, and unless any such amendment conforms to the requirements of the DA, as that document may be amended.

C. Governing Law and Venue

This Agreement will be governed by California law and venue will be in the Superior Court of San Joaquin County, and no other place.

D. Assignment and Successors

Developer may not assign its rights or obligations under this Agreement, in part or in whole, without City's written consent and without simultaneous assignment of its rights and obligations under the DA. Notwithstanding the foregoing, Developer may assign its obligations hereunder to an Affiliate, provided that any such assignment shall not release Developer from responsibility for ensuring that the assigned obligations are satisfied, and Developer shall remain liable to the City for any and all failures by any assignee to fully perform all obligations under this Agreement, such that a failure by an assignee to fully perform an obligation under this Agreement shall constitute a default by Developer.

E. Notice

Any notice given pursuant to this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email. Notice shall be deemed to have been given and received on the first to occur of: (i) actual receipt at the address designated above, or (ii) two working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated below. Notice for each party must be given as follows:

City:

City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Telephone No.: (209) 831-6400
Facsimile No.: (209) 831-6439

With copy to:

City Attorney
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
Telephone No.: (209) 831-6130
Facsimile No.: (209) 831-6137

Developer:

The Tracy Hills Project Owner, LLC *and/or*
Tracy Phase I, LLC
888 San Clemente Drive, Suite 100
Newport Beach, CA 92660
Attention Caren Read and John Stanek
Telephone No.: (949) 720-3612
Facsimile No.: (949) 720-3613
E-Mail: cread@integralcommunities.com and
jstanek@integralcommunities.com

With copy to:

Rutan & Tucker, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626
Attention: Hans Van Ligten
Telephone: (714) 662-4640
Facsimile: (714) 546-9035
E-mail: hvanligten@rutan.com

F. Default

1. General

In the event that the Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Developer and the Developer's surety (if any) in which the default is described.

2. Default Defined

The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

- (a) The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
- (b) The Developer abandons the Work for a continuous period of thirty (30) days.

- (c) The Developer fails to perform one or more requirements of this Agreement.
- (d) The Developer fails to remedy any loss or damage incurred by the City or any third party caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
- (e) The Developer violates any legal requirement related to the Work.

3. Cure

In the event that the Developer fails to cure the default within ten (10) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Engineer, take any or all of the following actions:

- (a) Cure the default and charge the Developer for the costs therefore, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.
- (b) Demand the Developer to complete performance of the Work.
- (c) Demand the Developer's surety to complete performance of the Work.

G. Independent Contractor Status

The 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.

H. Attorneys' Fees

In the event any legal action is commenced to enforce this Agreement, the prevailing Party is entitled to reasonable attorney's fees, costs, and expenses incurred.

I. Waiver

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

J. Signatures

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

[SIGNATURE PAGE FOLLOWS]

THE PARTIES AGREE to this Agreement as witnessed by the signatures below:

CITY:

Approved as to form:

s/ _____

s/ _____

Name/Title [print]

Name/Title [print]

Date: _____

Date: _____

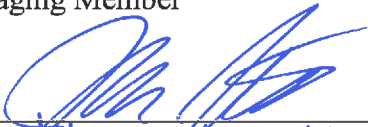
DEVELOPER:

THE TRACY HILLS PROJECT OWNER, LLC,
a Delaware limited liability company


By: Tracy Hills Operator, LLC,
a Delaware limited liability company,
its Managing Member

By: Tracy Hills Communities Manager, LLC,
a California limited liability company,
its Manager

By: KPMW Integral, LLC,
a California limited liability company,
its Managing Member

By: 
Name: John Stanek
Title: Authorized Representative

TRACY PHASE I, LLC,
a Delaware limited liability company

By: 
Name: John Stanek
Title: Authorized Representative

RESOLUTION 2016-_____

APPROVING THE TRACY FIRE STATION 95 ACQUISITION AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY HILLS PROJECT OWNER, LLC AND TRACY PHASE 1, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy, the Tracy Hills Project Owner, LLC, and Tracy Phase 1, LLC (collectively, the "Parties") are parties to a Development Agreement (DA) governing the development of the Tracy Hills Specific Plan Area, and

WHEREAS, The proposed fire station will be located on west side of Coral Hollow Road near the California Aqueduct, and

WHEREAS, Per the DA, the Developer has agreed to fund the fire station up to \$5.5 million in exchange for public safety facility fee credits in the same amount, and

WHEREAS, This agenda item does not require any specific expenditure from the General Fund;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves the Tracy Fire Station 95 Acquisition Agreement between the City of Tracy and Tracy Hills Project Owner, LLC and authorizes the Mayor to execute the Agreement.

* * * * *

The foregoing Resolution 2016-_____ was adopted by the City Council on the 7th day of June, 2016, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.O

REQUEST

**ADOPT RESOLUTIONS REGARDING THE ELECTION PROCESS FOR THE
GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016**

EXECUTIVE SUMMARY

Under the provisions of State Law relating to elections, a regular General Election is to be held on every even numbered year for the purpose of filling a vacant and/or term expired City Council seats; or to place any public or City Council generated measure/initiative/referendum on the ballot. The City's General Municipal Election will be held on November 8, 2016. The resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the resolution calling the election.

DISCUSSION

The City Council will have three expired terms as of November 2016. The terms expiring are currently held by Council Member Mitracos, Council Member Young and Mayor Maciel. The City Treasurer's term will also expire as of November 2016.

By statute, Council must take a number of actions before the opening of nominations.

The City Council needs to adopt a resolution calling and giving notice to hold a General Municipal Election in the City of Tracy on November 8, 2016, for the purpose of electing two council Members to serve a four-year term commencing December 2016 and expiring November 2020, and one Mayor for a two-year term commencing December 2016 and expiring November 2018, and one Treasurer to serve a four-year term commencing December 2016 and expiring November 2020.

To reduce the costs of the election, Council can adopt a resolution requesting consolidation of the City's General Municipal Election, of November 8, 2016, with the Statewide General Election by the County of San Joaquin.

STRATEGIC PLAN

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

FISCAL IMPACT

The San Joaquin County Registrar of Voters has provided an estimated cost of election for the City of Tracy (Attachment A); however many variables may change the amount of the final invoice. Based on past practice, the County will provide a full accounting and invoice to the City by January 2017 and the City of Tracy will reimburse the County for its services. All costs associated with the consolidated General Election have been included in the Fiscal Year 2016-17 budget.

RECOMMENDATION

That the City Council adopt a resolution calling and giving notice to hold a General Municipal Election in the City of Tracy on November 8, 2016; and adopt a resolution requesting the San Joaquin County Board of Supervisors consolidate the City election with the Statewide General Election.

Prepared by: Nora Pimentel, City Clerk

Reviewed by: Bill Sartor, City Attorney
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Estimated cost of Election



San Joaquin County
May 24, 2016

ESTIMATED COST OF ELECTION FOR THE CITY OF TRACY

2016 MUNICIPAL GENERAL ELECTION

Total Registrations as of 5/23/2016: 35,957

ESTIMATED COST FOR:	GENERAL MUNICIPAL ELECTION NOVEMBER 8, 2016
With NO Measures	\$110,000.00
With City Initiated Local Measures	\$125,000.00
With Voter Initiated Local Measures	\$140,000.00

CANDIDATE STATEMENTS		
Position	Estimated Cost	Words Limit
Mayor	\$1,350	200
Treasurer	\$1,350	200
Councilmember	\$1,350	200

Important facts about the above estimate:

- It is for budgeting purposes only.
- It is based on current registration (as of May 23, 2016).
- It may vary depending on the type of election, the number of ballot types that will be generated for the city, the number of districts that will be on the ballot and the amount of text printed in the Sample Ballot Book.
- It may vary for "Voter Initiated Local Measures" according to the number of sections and voter signatures submitted and whether a "Full" or "Partial" signatures verification will be required.
- It is based on a single card ballot.
- The cost of a multi-card ballot will be **EXTREMELY** higher, however, it is UNKNOWN.
- Actual cost for candidate statements will vary according to the number of candidates of the same office placing a candidate statement, the number of pages allocated for those statements, the quantity of Sample Ballot Books printed and the cost of mailing them to voters.

RESOLUTION 2016 -

CALLING AND GIVING NOTICE TO HOLD A GENERAL MUNICIPAL ELECTION
ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN
OFFICERS AS REQUIRED BY STATE LAW RELATING TO GENERAL LAW
CITIES

WHEREAS, Under the provisions of state law relating to general law cities, a General Municipal Election shall be held on November 8, 2016, for the election of municipal officers.

NOW, THEREFORE, the City Council of the City of Tracy, California, does resolve, declare, determine, and order as follows:

Section 1: Pursuant to the requirements of the laws of the State of California relating to General Law Cities there is called and ordered to be held in the City of Tracy, California, on Tuesday, November 8, 2016, a General Municipal Election for the purpose of electing a Mayor for the full term of two years commencing December 2016 and expiring November 2018; two members of the City Council for the full term of four years commencing December 2016 and expiring November 2020; and a City Treasurer for the full term of four years commencing December 2016 and expiring November 2020.

Section 2: The ballots to be used at the election shall be in form and content as required by law.

Section 3: That the City Clerk is authorized, instructed and directed to coordinate with the San Joaquin County Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4: The polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, except as provided in Section 10242, except as provided in Section 14401, of the Elections Code of the State of California.

Section 5: In all particulars not recited in this resolution, the elections shall be held and conducted as provided by law for holding municipal elections

Section 6: Notice of the time and place of holding the election is given and the County Elections Department is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 7: That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

Section 8: The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

* * * * *

The foregoing Resolution 2016- was passed and adopted by the Tracy City Council on the 7th day June 2016 by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2016 -

REQUESTING THE BOARD OF SUPERVISORS OF SAN JOAQUIN
COUNTY CONSOLIDATE THE CITY OF TRACY'S GENERAL
MUNICIPAL ELECTION TO BE HELD WITH THE STATEWIDE GENERAL
ELECTION TO BE HELD ON NOVEMBER 8, 2016

WHEREAS, The City Council of the City of Tracy called a General Municipal Election to be held on November 8, 2016, for the purpose of the election of a Mayor for the full term of two years commencing December 2016 and expiring November 2018; two members of the City Council for the full term of four years commencing December 2016 and expiring November 2020; and a City Treasurer for the full term of four years commencing December 2016 and expiring November 2020, and

WHEREAS, It is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the County Elections Department of the County of San Joaquin canvass the returns of the General Municipal Election, and that the election be held in all respects as if it were only one election.

NOW, THEREFORE, the City Council of the City of Tracy, California, does resolve, declare, determine, and order as follows:

Section 1: Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of San Joaquin is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday November 8, 2016, for the purpose of the election of a Mayor for the full term of two years commencing December 2016 and expiring November 2018; two members of the City Council for the full term of four years commencing December 2016 and expiring November 2020; a City Treasurer for the full term of four years commencing December 2016 and expiring November 2020.

Section 2: The County Elections Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3: The Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for holding of the consolidated election.

Section 4: The City of Tracy recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 5: The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Department of the County of San Joaquin.

Section 6: That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

* * * * *

The foregoing Resolution 2016- was passed and adopted by the Tracy City Council on the 7th day June 2016 by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.P

REQUEST

FIND IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS AND AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WY-U1 WITH WEST YOST AND ASSOCIATES FOR THE DESIGN OF AN INTERIM PUMP STATION FOR THE CITY'S ZONE 3 WATER SYSTEM TO SERVE THE ELLIS DEVELOPMENT AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

The City's Water Master Plan identifies the majority of the Ellis Development and the Cordes Ranch development area located in the City's Zone 3 water system. To serve the full development in those areas, a clear well (storage reservoir) and Zone 3 pump station need to be constructed in the existing John Jones Water Treatment Plant (JJWTP).

Because full funding for construction of the pump station and clear well project will not be available through impact fees until the build out of these areas, an interim pump station is an economical option without compromising the reliability of the water distribution system. The ultimate pump station and clear well will be constructed when sufficient funding is available.

The proposed interim pump station will serve the next phases of developments in the Ellis area as identified in the technical memorandum prepared by West Yost and Associates.

DISCUSSION

The majority of the areas within the City's water network consist of three water zones. Ellis and Cordes Ranch developments are located in the City's Zone 3 Water System. The phased build out of these developments trigger the construction of a water storage reservoir (clear well) and a pump station for this zone in the existing JJWTP.

In addition, a 20" water line needs to be constructed from the JJWTP to the western end of the Cordes Ranch development to serve the next phases of development within these areas.

Because the initial phases of development with the City's Zone 3 water system have not yet contributed enough funding to complete such improvements, interim improvements are necessary to serve the next phase of development within the Ellis project. Staff proposes an interim pump station in the JJWTP to serve this development.

The cost of construction of the interim pump station, appurtenances and the City's Zone 3 pipeline with the JJWTP will be paid by the Ellis development. Another pump station will also be constructed in the JJWTP to serve the Tracy Hills development. West Yost

and Associates have been designing the pump station for Tracy Hill and are familiar with the design constraints within the treatment plant. The Tracy Hills and Ellis developments are also responsible for the construction of their respective water lines from the JJWTP to their project sites in a single trench east of Corral Hollow Road. Due to the overlapping responsibilities, the Ellis development has requested that the City engage the services of West Yost and Associates to complete the design of the interim pump station and associated improvements. It is also in the best interest of the City to have one consultant design both of these projects to minimize infrastructure conflicts.

West Yost and Associates have submitted a proposal to complete the design and bid documents for construction of the interim pump station for a not to exceed amount of \$71,800.

The construction of the pump stations and water lines within the JJWTP for both the Tracy Hills and Ellis developments will be completed by the City as a capital improvement project following the competitive bidding process and the cost will be paid by the developers. The cost of some of these improvements will be eligible for reimbursement from future developments.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no impact to the General Fund. The cost associated with this PSA will be paid by the Ellis development through their existing cost recovery agreement with the City.

RECOMMENDATION

It is recommended that the City Council find it is in the best interest of the City to forego the formal request for proposal process and authorize, by resolution, a Professional Services Agreement WY-U1 with West Yost and Associates for the design of an Interim Pump Station for the City's Zone 3 Water System to serve the Ellis Development and authorize the Mayor to execute the agreement.

Prepared by: Kul Sharma, Utilities Director

Reviewed by: Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENT

Attachment A: Professional Services Agreement WY-U1 with West Yost and Associates

City of Tracy
PROFESSIONAL SERVICES AGREEMENT
WEST YOST AND ASSOCIATES

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and West Yost and Associates, a California corporation (Consultant).

Recitals

- A. Consultant is a registered professional engineer.
- B. Consultant services are needed related to the design and engineering services for the Interim City-side Pressure Zone 3 Pump Station (City-side PZ3 PS) at the City's John Jones Water Treatment Plant (JJWTP).
- C. At the request of the City, in May 2016, Consultant submitted a proposal to perform the services described in this Agreement. After negotiations between 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 described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: James P. Connell. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for 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.
3. **Compensation.**
 - 3.1 **General.** For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference. Consultant's fee for this Agreement is Not to Exceed \$71,800. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City's prior written approval.
 - 3.2 **Invoices.** Consultant shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

3.3 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.

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

5. Insurance.

5.1 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.

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

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

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

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

5.6 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.

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

5.8 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.

5.9 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, before the City signs this Agreement.

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

5.11 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.

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

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

7. 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.

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

9. Miscellaneous.

9.1 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:
Kuldeep Sharma
Utilities Director
City of Tracy
3900 Holly Drive
Tracy, CA 95304

To Consultant:
James P Connell
Principal Engineer
West Yost Associates
6800 Koll Center Parkway, Ste. 150
Pleasanton, CA 94566

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

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

9.2 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 reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

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

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

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

9.10 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.

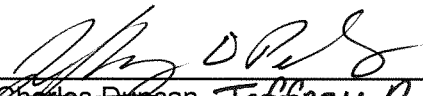
10. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement shall inure to the benefit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

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

City of Tracy

Consultant

By: Michael Maciel
Title: Mayor



By: ~~Charles Duncan~~ Jeffrey D. Pelz
Title: ~~President~~ Vice President

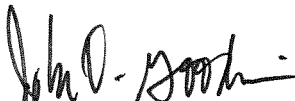
Date: _____

Date: 6-1-16

Attest:

Federal Employer Tax ID No. 68-0370826

Nora Pimentel, City Clerk



By: ~~Jeffrey Pelz~~ John D. Goethwin
Title: ~~Treasurer~~ CFO/Treasurer

Approved as to form:

Date: 6-1-16

Bill Sartor, City Attorney

Exhibits:

- A Scope of Work
- B 2016 Billing Rate Schedule

Interim City-side Zone 3 Pump Station at JJWTP Approach and Scope of Services



APPROACH

The City of Tracy's (City's) existing John Jones Water Treatment Plant (JJWTP) currently has two existing pump stations (PS) located on Clearwell #2: one to serve the City-side Pressure Zone 2 (PZ2) and one to serve City-side Pressure Zone 3 (PZ3). These pump stations were constructed in 1987, but the City-side PZ3 pump station has never been operated and the operations staff has expressed concerns that the pumps are no longer operable.

Future development in the City-side PZ3 area is planned, and pumping capacity to the City-side PZ3 area will be required to serve those projected demands. This required pumping capacity for City-side PZ3 is separate from pumping facilities to serve Tracy Hills PZ3 and PZ4, which have already been designed, but not yet constructed.

In the future, the City also plans to construct additional storage in a proposed Clearwell #3 to be constructed at the JJWTP. It is currently the intent that the final permanent City-side PZ3 pump station would be constructed as part of the proposed future Clearwell #3 at the JJWTP. However, the design of the Clearwell #3 project has been delayed and the date at which it will be available is uncertain. Therefore, before Clearwell #3 is completed, the City must develop a plan to serve projected City-side PZ3 demands on an interim basis by drawing water from the existing Clearwell #2.

The design of the Tracy Hills Zone 3 Pump Station (TH PZ3 PS) has been completed, but not yet constructed. The design includes a spare pump can that is intended to serve projected future demands in Tracy Hills.

The sequence of events assumed for this scope of services is as follows:

- Construct an interim pump station for City-side PZ3 by adding a pump to the spare pump can in the proposed TH PZ3 PS (already designed, but not yet constructed) and adding a turnout for City-side PZ3 with a pressure reducing valve and flow meter.
- Construct the JJWTP on-site transmission pipeline to convey water west to Corral Hollow Road to serve City-side PZ3.
- In the future, relocate or construct a final permanent PZ3 pump station at the future Clearwell #3 (once Clearwell #3 is constructed to permanently serve City-side PZ3).

A 14-inch diameter City-side PZ3 transmission pipeline was constructed east of Clearwell #2 in Tracy Boulevard for a short distance as part of the 1987 upgrades that installed the City-side PZ3 pumps on Clearwell #2. This pipeline is currently used to deliver South San Joaquin Irrigation District (SSJID) water through the PZ2 distribution system into Clearwell #2 through a pressure sustaining valve located on the western-most pump position. It is the City's intent to eventually construct a City-side PZ3 pipeline in Tracy Boulevard to Linne Road, once demands on the east side of City-side PZ3 are anticipated. Therefore, any proposed modifications must address how the City will deliver City-side PZ3 water to the east side of City-side PZ3 once it is needed, though design of improvements to deliver water to the east side is not included in this scope of services.



Interim City-side Zone 3 Pump Station at JJWTP Approach and Scope of Services

The interim and permanent City-side PZ3 pump stations must be designed and bid separately as they will be constructed at different times, possibly separated by several years. The permanent City-side PZ3 pump station will consist of three or four pumps, will have a firm capacity of 4,500 gpm, and will be designed at a later date (under a separate agreement) and constructed once Clearwell #3 is complete.

Under this proposed scope of services, CONSULTANT will incorporate equipment to serve City-side PZ3 into the design of the TH PZ3 PS. This work will include adding the fourth 1,225 gpm pump, adding a turnout for City-side PZ3 with a pressure reducing valve and flowmeter, designing the proposed 20-inch diameter City-side PZ3 transmission main, and providing expanded engineering services during construction of the facility. This scope of services does not include design of any other configuration of the Interim City-side PZ3 PS (such as constructing the pump station on Clearwell #2).

The power for the City-side PZ3 interim pump will be provided through the proposed TH PZ3 PS electrical power service and motor control center (MCC).

The proposed City-side PZ3 equipment will be included in the same set of bid documents as the TH PZ3 PS and proposed JJWTP on-site transmission pipelines, which were designed under separate contract.

SCOPE OF SERVICES

The goal of this scope of services is to produce bid documents to construct the following facilities:

- Interim City-side PZ3 pump station incorporated into the TH PZ3 PS bid documents.
- JJWTP on-site transmission pipeline to convey potable water from the location of the proposed TH PZ3 PS westward to City-side PZ3. A stub-out for future connection to a pipeline in Tracy Boulevard will also be provided.

This work will be completed through the following tasks:

- Task 1: Confirmation of Design Assumptions
- Task 2: Design of Interim City-side PZ3 Pump Station
- Task 3: Design of On-site Transmission Main
- Task 4: Engineering Services During Construction of the Interim City-side PZ3 Pump Station
- Task 5: Project Management

These tasks are described in more detail below.

Interim City-side Zone 3 Pump Station at JJWTP Approach and Scope of Services



Task 1: Confirmation of Design Assumptions

CONSULTANT will prepare a brief draft Technical Memorandum (TM) that provides the following:

1. Consolidated buildout demand projections for three development areas:
 - a. Tracy Hills Development,
 - b. Ellis Development, and
 - c. Remaining City-side PZ3 development areas
2. Identification of the current projected development schedule and the development stages in the development areas to be served by the interim pump station configuration.
3. Trigger points for construction of the permanent City-side PZ3 pump station on Clearwell #3.
4. Narrative describing the proposed turnout to City-side PZ3 and anticipated operations.
5. Updated opinion of estimated cost to include the proposed addition.

CONSULTANT will then host a conference call with City staff and others as needed to review City comments on the Draft TM. Once City comments have been incorporated into the TM, a Final TM will be provided. The intent of the Final TM is to provide design, operations, and phasing guidance so that all parties have a clear understanding of available pumping capacity and trigger points for construction of the permanent City-side PZ3 PS.

Assumptions:

- The TH PZ3 PS project will be bid and constructed according to the schedule provided below.
- Only the Interim City-side PZ3 PS configuration described above will be included. Alternate configurations, such as constructing the pump station on Clearwell #2 or other configurations, are not included in this scope of services.
- Information required for the TM can be gleaned from previously prepared documents and no additional demand or hydraulic analyses will be required.
- Opinion of probable cost update will be based on the same unit costs as was previously provided, with consideration given to the increase in costs since the previous submittal.
- The City and all involved parties will develop a cost sharing arrangement to fully fund construction of the project within the schedule described below.

Task 1 Deliverables:

- Draft technical memorandum in PDF format documenting the design assumptions, required flow rates, construction staging, and lifecycle of the interim use of the City-side PZ3 PS.
- Final technical memorandum in PDF format addressing City comments on the draft technical memorandum.



Interim City-side Zone 3 Pump Station at JJWTP Approach and Scope of Services

Task 2: Design of Interim City-side PZ3 Pump Station

CONSULTANT will update the existing final TH PZ3 PS design to include the additional equipment to serve City-side PZ3 as described above. The design will include the pump installation, pipe and valve modifications, modifications to the MCC, design of control and power cables, and modifications to the pump control system.

CONSULTANT will update the contract drawings, the technical specifications, and the City's Special Provisions as appropriate to allow the combined project to be bid publicly.

Assumptions:

- The required pumps will not be pre-purchased by the City. If the City wants to pre-purchase the pumps to expedite the completion of the project, pre-purchase bid documents will need to be prepared. Preparation of such pre-purchase documents is not included in this scope of services, but can be provided by CONSULTANT upon approval of a budget augmentation by the City.
- City will advertise for bidders and manage the production and distribution of bid documents to prospective bidders.

Task 2 Deliverables

- Draft copies of plan sheets and specification sections that have been modified by the proposed equipment.
- Re-issuing of Final plans and specifications of the entire project in PDF format for City's use in bidding.

Task 3: Design of On-site Transmission Main

The on-site transmission main includes that section of buried pipeline to be constructed from the JJWTP west property line to the approximate location of the proposed Clearwell #3, including a turnout to receive water from the interim City-side PZ3 pump at the TH PZ3 PS.

The transmission main has been sized as part of the Citywide Water System Master Plan (West Yost Associates, December 2012). The pipeline will be 20-inches in diameter and will follow the proposed alignment of the Tracy Hills 16-inch and 24-inch diameter on-site transmission mains.

The City-side PZ3 on-site transmission main will be constructed at the same time as the Tracy Hills on-site transmission mains to avoid trenching near recently disturbed soil and to minimize disruption to JJWTP operations.

Therefore, CONSULTANT will prepare contract drawings and modify the Tracy Hills Technical Specifications to include the on-site 20-inch diameter City-side PZ3 transmission main.



Interim City-side Zone 3 Pump Station at JJWTP Approach and Scope of Services

Assumptions:

- The on-site transmission main will be bid and constructed with the Tracy Hills on-site transmission mains.
- Technical Specifications will be in CSI 1-16 format.
- The City and Tracy Hills will prepare a cost-sharing agreement to construct all three proposed on-site pipelines under the same construction contract and at the same time.

Task 3 Deliverables: There are no separate deliverables for the on-site transmission main design. Deliverables for the design will be combined with the Tracy Hills deliverables.

Task 4: Engineering Services during Construction of the Interim City-side PZ3 Pump Station

CONSULTANT will provide engineering services during construction (ESDC) of the interim pump station and on-site transmission main. It is assumed that construction management would be by others, or by CONSULTANT under a separate contract. The Task 4 activities are described in the TH PZ3 PS Engineering Service during Construction task, but will require a slightly greater effort because of the additional equipment to be provided to serve City-side PZ3.

Task 4 Deliverables: Deliverables such as construction drawings and specifications conformed to addenda, correspondence and review documentation, and record drawings and specifications will be provided under the TH PZ3 PS ESDC task.

Task 5. Project Management

Project management includes overall management of the project effort, plus coordination with other ongoing planning and design work being performed by CONSULTANT and other consultants. Specific subtasks include:

- Task 5.1 Inter-Project Coordination
- Task 5.2 Meetings
- Task 5.3 Project Coordination and Invoicing

These tasks are included in the TH PZ3 PS project, but will require additional effort to support the proposed bid document modifications included in this scope of services.

Task 5 Deliverables: Items specific to the interim pump and equipment will be included in TH PZ3 PS Project Management Tasks.

Interim City-side Zone 3 Pump Station at JJWTP Approach and Scope of Services



NOT INCLUDED IN SCOPE

The following work items are not included in this proposed scope of services:

- Design and ESDC of any other Interim City-side PZ3 PS configuration other than as a turnout to the TH PZ3 PS transmission main, as described above.
- Design of the final permanent City-side PZ3 PS, proposed to be constructed on Clearwell #3, once Clearwell #3 is constructed.
- Construction management and inspection services for construction of the Interim City-side PZ3 PS. It is assumed this work would either be contracted separately with CONSULTANT or the City will provide construction management and inspection.

ESTIMATED FEE

The fee to complete the scope of services described above is summarized in Table 1.

Task	CONSULTANT Labor and ODCs, dollars	Subconsultants (including markup), dollars	Extended Total, dollars
Task 1: Confirmation of Design Assumptions	16,500	—	16,500
Task 2: Design of Interim City-side PZ3 Pump Station	19,200	5,500	24,700
Task 3: Design of On-site Transmission Main	16,000	—	16,000
Task 4: Engineering Services During Construction of the Interim City-side PZ3 Pump Station	7,300	2,800	10,100
Task 5: Project Management	4,500	—	4,500
Total	63,500	8,300	71,800

^(a) Fees are based on CONSULTANT 2016 Billing Rates and are valid through October 2016. Fees for contracts signed on or after November 1, 2016 will be adjusted to 2017 Billing Rates.

PROJECT SCHEDULE

The schedule provided on the following page shows the projected timeline for the design and construction of the TH PZ3 PS, including the interim City-side PZ3 pump. As described in Task 2 above, this scope of services and schedule assumes that the interim City-side PZ3 PS will be incorporated into the TH PZ3 PS bid package for bid in August 2016. Overall construction of the TH PZ3 PS and the interim City-side PZ3 PS is anticipated to take approximately 12 months, with completion estimated in November 2017.

Interim City-side Zone 3 Pump Station at JJWTP Approach and Scope of Services

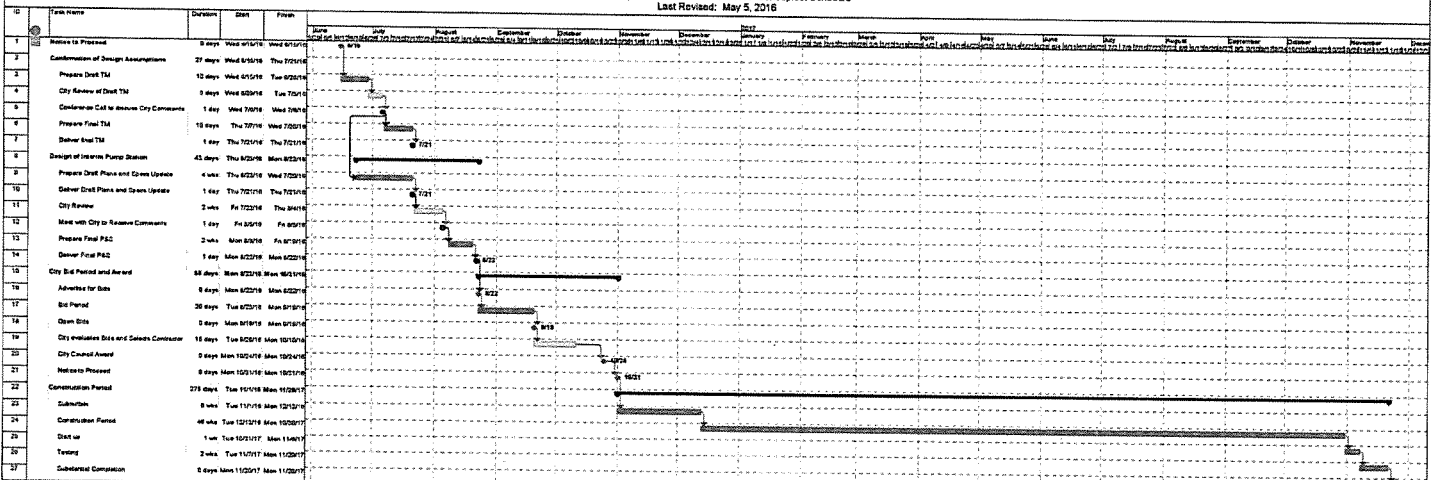


PERSONNEL

CONSULTANT shall assign the following person/persons to perform the tasks set forth in this Agreement:

- Gerry S. Nakano (Vice President; Principal-in-Charge)
- John Goodwin (Vice President; Pipeline QA/QC)
- Dave Ewing (Engineering Manager II; Constructability and Cost Estimate)
- Elizabeth Drayer (Engineering Manager II; Project Manager and Authorized Representative)
- Jim Connell (Principal Engineer II; Design Lead)
- Jeff Wanlass (Principal Engineer II; Pump Station QA/QC)
- Kristen Whatley (Senior Engineer II; Transmission Main Design)
- Christine Encelan (Administrative IV)
- Angelica Perea (Administrative III)
- Steve Barber (Senior Designer/CAD Operator)
- A TEEM Electrical Engineering (Electrical and Instrumentation Subconsultant)

City of Tracy
 Interim City-side Zone 3 BPS at JJWTF Conceptual Schedule
 Last Revised: May 5, 2016



Legend

Type	Task Summary	Calendar	Project Task	Submittal Milestone	Manual Task	Annual Summary Rollup	Stat-only	External Task
Milestone	City Review	Meeting	Positive Milestone	Manual Summary	Quarterly	Manual Summary	Task-only	External Milestone

Page 1

2016 Billing Rate Schedule

(Effective January 1, 2016 through December 31, 2016)*

ENGINEERING

Position	Labor Charges (dollars per hour)
Principal/Vice President	266
Engineering/Scientist/Geologist Manager II	254
Engineering/Scientist/Geologist Manager I	244
Principal Engineer/Scientist/Geologist II	235
Principal Engineer/Scientist/Geologist I	222
Senior Engineer/Scientist/Geologist II	208
Senior Engineer/Scientist/Geologist I	198
Associate Engineer/Scientist/Geologist II	188
Associate Engineer/Scientist/Geologist I	175
Engineer/Scientist/Geologist II	165
Engineer/Scientist/Geologist I	143
Senior GIS Analyst	193
GIS Analyst	183
CAD Supervisor	153
Senior CAD Designer	133
CAD Designer	119
Engineering Aide	80
Technical Specialist IV	150
Technical Specialist III	133
Technical Specialist II	116
Technical Specialist I	97
Administrative IV	122
Administrative III	110
Administrative II	91
Administrative I	72

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Continues on following page

*This schedule is updated annually

2016 Billing Rate Schedule

(Effective January 1, 2016 through December 31, 2016)*

CONSTRUCTION MANAGEMENT

Position	Labor Charges (dollars per hour)
Senior Construction Manager	251
Construction Manager IV	218
Construction Manager III	175
Construction Manager II	164
Construction Manager I	152
Resident Inspector (Prevailing Wage – Group 1)	170
Resident Inspector (Prevailing Wage – Group 2)	164
Resident Inspector (Prevailing Wage – Group 3)	147
Resident Inspector (Prevailing Wage – Group 4)	132
Apprentice Inspector	121
CM Administrative II	88
CM Administrative I	66

SURVEYING

Position	Labor Charges (dollars per hour)
GPS, 3-Person	398
GPS, 2-Person	346
GPS, 1-Person	269
Survey Crew, 2-Person	293
Survey Crew, 1-Person	220

EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	18	86
pH Meter	5	27
Automatic Sampler	135	740
Transducer/Data Logger	43	214
Hydrant Pressure Gage	12	52
Hydrant Pressure Recorder (HPR)	—	214
Hydrant Wrench	5	34
Well Sounder	30	139
Ultrasonic Flow Meter	—	280
Vehicle	92	463
Velocity Meter	12	68
Water Quality Multimeter	183	1003

*This schedule is updated annually

RESOLUTION 2016-_____

FINDING IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSAL PROCESS AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WY-U1 WITH WEST YOST AND ASSOCIATES FOR THE DESIGN OF AN INTERIM PUMP STATION FOR THE CITY'S ZONE 3 WATER SYSTEM TO SERVE THE ELLIS DEVELOPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City's Water Master Plan identifies the majority of the Ellis Development and the Cordes Ranch development areas located in the City's Zone 3 Water System, and

WHEREAS, A Clearwell and Zone 3 Water Pump Station need to be constructed in the City's John Jones Water Treatment Plant (JJWTP) to serve the ultimate developments, and

WHEREAS, Funding for such improvements in the JJWTP are not available at this time, and

WHEREAS, Interim facilities need to be constructed to serve development in the Ellis project area, and

WHEREAS, Tracy Hills will be constructing similar ultimate improvements in the JJWTP to serve their project, and

WHEREAS, West Yost and Associates is designing the improvements funded by Tracy Hills and West Yost and Associates is familiar with the existing design constraints in the JJWTP, and

WHEREAS, The Ellis development has requested the City to acquire the services of West Yost and Associates to complete the design of the interim pump station and associated improvements, and

WHEREAS, The Ellis development will pay the cost of the services of West Yost and Associates from the existing Cost Recovery Agreement, and

WHEREAS, The total cost of the services from West Yost and Associates is a not to exceed amount of \$71,800;

NOW, THEREFORE, BE IT RESOLVED, That the Tracy City Council, finds it is in the best interest of the City to forego the formal request for proposal process and authorizes Professional Services Agreement WY-U1 with West Yost and Associates for the design of an Interim Pump Station for the City's Zone 3 Water System to serve the Ellis development and authorizes the Mayor to execute the agreement.

* * * * *

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 7th day of June, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3

REQUEST

APPROVAL OF ACTIONS NECESSARY TO INITIATE PROCEEDINGS TO FORM COMMUNITY FACILITIES DISTRICT NO. 2016-1 (TRACY HILLS), IMPROVEMENT AREA NO. 1 AND A FUTURE ANNEXATION AREA; AUTHORIZE RELATED INDEBTEDNESS, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO JOINT FACILITIES AGREEMENTS WITH ANY ENTITY THAT WILL OWN OR OPERATE ANY OF THE FACILITIES

EXECUTIVE SUMMARY

Tracy Hills has petitioned the City to form a Mello-Roos Community Facilities District (CFD), designate the property that is initially included in the CFD in Improvement Area No. 1 and establish a future annexation area for the CFD ("Future Annexation Area") in order to secure bond financing for infrastructure that is required as a condition of development of the Tracy Hills Project ("Project"). The City Council must adopt a resolution of intention to establish the CFD within 90 days after a petition is filed with the legislative body. The formation process will include (i) tonight's actions, (ii) a future Council meeting that will include public hearings on establishing the CFD and issuing indebtedness for the CFD, a landowner election and related actions and (iii) a third Council meeting at which the Council will be asked to adopt an ordinance ordering the levy of Special Taxes.

DISCUSSION

For this agenda item, the City Council will be asked to consider the following actions, among others, as a result of adopting a Resolution of Intention to establish the CFD, Improvement Area No. 1 and the Future Annexation Area (the "ROI to Establish") and a Resolution of Intention to Incur Bonded Indebtedness and Other Debt ("ROI Debt"):

- Authorization and direction to the City Manager, or his representative, to enter into Joint Community Facilities Agreement with any entity that will own or operate any of the Facilities, to the extent necessary;
- Declaration of the intent of the City to enter into agreements with property owners in the City pursuant to which the property owners will construct the public infrastructure and the City will use CFD proceeds to acquire the infrastructure. Staff will ask the City Council to consider approval of the forms of one or more acquisition agreements at a future Council meeting;
- Declaration of the intent to establish the CFD, Improvement Area No. 1 and the Future Annexation Area;
- Declaration of the intent to incur bonded and other debt for the CFD of \$285,000,000 and Improvement Area No. 1 of \$70,000,000;
- Setting a Public Hearing date of July 19, 2016 to consider questions of establishing the CFD and Improvement Area No. 1, levying the special tax and issuing bonded indebtedness and other debt;
- Directing the preparation of a CFD Report

BRIEF PROJECT HISTORY

In 1998, the Tracy Hills Specific Plan was approved by Council and annexed to the City. On April 5, 2016, Council approved the Project Environmental Impact Report and approved its remaining development applications necessary for the project's building process to begin.

Council's most recent approvals for the project included up to 5,499 residential units and over five million square feet of non-residential land uses, including office, retail, and light industrial uses, in addition to parks, schools, and open space.

Phase 1 of the Project is the subject of this Council item. Phase 1 consists of approximately 1,160 residential units and approximately 50 acres of mixed-use business park/commercial retail area, and three public parks.

Given the location and size of the Tracy Hills project, initial infrastructure investments will be costly. Section 3.6 of the Tracy Hills Development Agreement for Phase 1 between the City and the Tracy Hills Project Owner as previously approved by Council states:

*"It is the mutual intent of the Parties that development of **the Project not, now or at any time in the future, have any impact on or require any contribution from the General Fund of the City.** To facilitate such intent, the City shall cooperate with Developer and use reasonable efforts to (i) form one or more Community Facilities District(s) ("CFD")...and (v) **authorize the special taxes and the bond proceeds from the CFD and all improvement areas thereof (collectively, the "CFD Proceeds") to be used to finance such facilities, services, and fees required to be constructed, provided, or paid under this Agreement...**"*

In accordance with Council's prior approval of the Development Agreement, the owner (Tracy Phase I, LLC) of Phase 1 of the Project has submitted a petition requesting the formation of the CFD, Improvement Area No. 1 and the Future Annexation Area to provide for the issuance of bonds to pay for infrastructure and improvements required for the Project.

Although the proposed CFD would initially include only Phase 1 (in the improvement area designated Improvement Area No. 1), the City Council is also being asked to establish the Future Annexation Area for the proposed CFD which would allow accelerated annexation of the remainder of the Project into the CFD (and future improvement areas) as further development in the Project is approved (see Attachment "A" – Tracy Hills Proposed CFD boundary map for the proposed boundaries of the CFD/Improvement Area No. 1 and the Future Annexation Area).

PROPOSED CFD

What the CFD Does

The CFD is a funding mechanism for the developer for the public infrastructure that is required as a condition of development for the Project. As homes are sold, the new property owners assume the responsibility to pay special taxes in an amount sufficient to pay for debt service on any bonds issued to finance the Project's public infrastructure,

thereby reducing the upfront investment in public infrastructure required from the developer.

The Proposed Cost of Financing the Improvements

Bond financing for infrastructure improvements¹ is proposed for the Project to fund those items listed in the Developer Petition to Council (see Attachment “A”).

The bonds and other debt issued for Improvement Area No. 1 shall be in an aggregate principal amount that does not exceed \$70,000,000 (the “Improvement Area No. 1 Indebtedness Limit”.) For that portion of the CFD that is not included in Improvement Area No. 1, i.e., the Future Annexation Area, the bond indebtedness limit will not exceed the aggregate principal amount of \$215,000,000. If the number and type of housing units proposed by Tracy Hills doesn’t change, then the maximum special tax per residential unit in fiscal year 2015-16 will range from \$2,514 to \$3,658 per residential unit and will escalate 2% per year thereafter (see Attachment “B”).

It is estimated that the maximum annual special taxes set forth in the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1, which is included as Exhibit B of the ROI to Establish, will be necessary to service the debt for the bonds to be issued for Improvement Area No. 1. The actual amount of special tax levied on undeveloped land in Improvement Area No. 1 will be dependent on the rate of development in Improvement Area No. 1. It may be necessary to levy special taxes on undeveloped land in order to guarantee that bonds can be repaid until homes and commercial property in Improvement Area No. 1 are developed. The same will be true for future improvement areas in the CFD as they annex into the CFD from the Future Annexation Area.

In addition to financing capital improvements, the maintenance and operations costs for the CFD-funded improvements will be paid from special taxes levied in an improvement area after: (i) all bonds secured by the levy and collection of Facilities Special Taxes in an improvement area have been fully repaid, (ii) all administrative expenses from prior fiscal years have been paid or reimbursed to the City, (iii) the recycled water facilities costs have been fully funded, and (iv) there are no other authorized facilities that the City intends to fund with Facilities Special Taxes. For Improvement Area No. 1, when these events occur, for each fiscal year thereafter, the Facilities Special Tax shall cease to be levied, and the maximum Services Special Tax for each parcel shall be adjusted so that the residential tax rate ranges of \$2,514 to \$3,658 per residential unit will be reduced to a range of \$503 to \$732 per residential unit² in perpetuity.

How Long will it Take to Pay Off the Bond Debt

This CFD allows for multiple bond issues for each Improvement Area, each with a term of thirty years. The Facilities Special Tax can be levied in Improvement Area No. 1 for only 80 fiscal years. It is likely there will be a similar limitation for future improvement areas.

¹ The facilities constructed or acquired may be located within or outside the CFD.

² To be increased annually by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

Acquisition Agreements

In general, CFDs can be “construction districts” (in which the CFD finances public infrastructure to be constructed by a public agency) or “acquisition districts” (in which the CFD finances or acquisition of public infrastructure that has been built by a developer in the CFD). CFDs can also finance connection fees payable by a developer. It is expected that the CFD will primarily be an acquisition district, and that the City will enter into one or more Acquisition Agreements with Tracy Hills developers; however, the CFD may also finance one or more of the Tracy Hills developers’ connection fees. Staff expects to ask the City Council to approve the form of one or more Acquisition Agreements at a future meeting. The costs of public infrastructure for the Project that is not built by the developers and acquired by the City with CFD financing will be either paid with impact fees collected with each building permit or built by developers and dedicated to the City.

The Financing Team

The financing team for the CFD has been selected and used by the City in other bond issues and includes Jones Hall as Bond Counsel and Disclosure Counsel, Piper Jaffray, as the negotiated underwriter, Harris and Associates as Program Manager, and Goodwin Consulting Group as Special Tax Consultant and CFD Administrator.

REQUIRED CFD LEGISLATIVE ACTIONS

First Legislative Action (first Council meeting)

The Mello-Roos Act is both a procedure law (establishing a CFD and authorizing the levy of a special tax) and a bond law (authorizing issuance of debt). Under the Mello-Roos Act, adoption of a Resolution of Intention to establish the CFD formally starts the process for formation of the CFD by describing the work to be financed, proposing a special tax formula and setting a public hearing on the questions of establishing the CFD and levying the special tax. This resolution also directs the preparation of a CFD Report which must contain, among other things, a brief description of the public facilities and services by type which will be "required to adequately meet the needs of the district" and the estimated cost (including estimated bonding and administrative costs) of providing those facilities and services. The Resolution of Intention to Establish will declare the City Council’s intent to establish the CFD, Improvement Area No. 1 and the Future Annexation Area.

The City Council may also begin a concurrent process for issuance of bonds. The Resolution of Intention to Incur Bonded Indebtedness and Other Debt begins the bonding process; it sets forth the maximum amount of bonded debt and other debt to be incurred for the CFD and Improvement Area No. 1 (the debt will be a special obligation of the City payable only from special taxes levied in the applicable improvement area of the CFD). This resolution also calls for a public hearing on the proposed bonded and other debt, which is set for the same time as the hearing on formation of the CFD.

The Mello-Roos Act provides that the CFD may finance facilities to be owned or operated by an entity other than the local agency that created the CFD, or services to be provided by an entity other than the local agency that created the CFD, or any combination, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement. Authorization is being sought therefore for the City Manager to enter into joint community facilities agreements with any entity that will own or operate any of

the Facilities, as may be necessary to comply with the provisions of Section 53316.2(a) and (b) of the Act³.

Second Legislative Action (second Council meeting)

A public hearing is proposed for July 19, 2016. Protests against the establishment of the CFD and Improvement Area No. 1, the extent of the CFD and Improvement Area No. 1 or the proposed facilities or services may be made orally or in writing by any interested persons or taxpayers. Although there are no registered voters residing in the CFD or Improvement Area No. 1, if 50% or more of the registered voters were residing in the CFD or Improvement Area No. 1, or 6 registered voters were residing in the CFD or Improvement Area No. 1, whichever is greater, or the owners of 50% or more of the non-exempt land in the CFD or Improvement Area No. 1, file written protests against establishment of the CFD or Improvement Area No. 1, the proceedings must stop for at least one year.

With respect to the Future Annexation Area, protests may be made orally by any interested person. Protests regarding the regularity or sufficiency of the proceedings must be in writing and filed with the Clerk prior to the time of the hearing. The annexation must stop for one year as a result of written protests by (A) 50 percent or more of the registered voters residing in the CFD (there are no registered voters residing in the CFD) or 6 registered voters residing in the CFD, whichever is greater, (B) 50 percent or more of the registered voters residing in the Future Annexation Area or 6 registered voters residing in the Future Annexation Area, whichever is greater, (C) the owners of 50 percent or more of the area of land in the CFD, or (D) the owners of 50 percent or more of the area of land in the Future Annexation Area.

After completion of the public hearings, the City Council will be asked to adopt the following resolutions:

1. Resolution of Formation of the CFD and the Future Annexation Area. Adoption of this resolution forms the CFD and the Future Annexation Area, establishes the scope of the facilities to be built, the scope of the services to be financed and adopts the special tax formula for Improvement Area No. 1. Any changes to the boundaries of the CFD or the Future Annexation Area must be done at this step and if there are any changes, the amended boundary map must be recorded after adoption of this resolution.
2. Resolution of Necessity to Incur Bonded Indebtedness. This resolution establishes the maximum bonded debt and other debt for the CFD and Improvement Area No. 1.
3. Resolution Calling Special Election. This resolution calls for the required vote by the qualified electors in Improvement Area No. 1 (not the Future Annexation Area) on (i) the levy of the special taxes, (ii) issuance of a not-to-exceed bonded and other indebtedness and (iii) an appropriations limit for Improvement Area No. 1.

Under the Mello-Roos Act, if the CFD, at the end of the public hearing, contains fewer than 12 registered voters (this includes any registered voters living in the CFD, including

³ As of the drafting of this staff report, it is intended that fire facilities within the project will be owned by the City.

renters), the vote is by landowners with each owner having one vote for each acre or portion of acre owned.

Because there is only one qualified elector for the proposed election -- the owner of the Phase 1 property -- and because, as permitted by the Mello-Roos Act, the landowner has waived the 90-day waiting period otherwise required by the Mello-Roos Act between adoption of the Resolution of Formation and the election, the election will be held at the same meeting as the hearing and after the adoption of the resolutions listed in "Second Legislative Action" above.

Following a successful election, the following actions will need to be taken:

1. The City Council will be asked to adopt a "Resolution Confirming Results and Directing Recording of Notice of Special Tax Lien", which determines the outcome of the election and provides for the required recording of the special tax lien notice (statutory form). Recordation of the notice of special tax lien (which is not recorded against property in the Future Annexation Area) gives constructive notice of the existence of the ability of the City Council to levy special taxes to support the bonded and other debt and to pay for the services.

2. Introduction (First Reading) of the Ordinance Ordering Levy of Special Taxes. This ordinance orders levy of the special taxes to pay debt service on the bonds and pay the services on an ongoing basis. The levy conforms to the rate and method of apportionment of special tax approved after the hearing and provides for the taxes to be collected each year on the general tax rolls of the County.

Third Legislative Action (third Council meeting)

At a third Council meeting, proposed for September 6, 2016, the second reading will be performed of the Ordinance Ordering the Levy of Special Taxes.

Future Council Meetings

At such time as the City and the owner of the Project are ready to issue bonds payable from special taxes levied in Improvement Area No. 1 to pay for authorized improvements, staff will return for approval of bonds and related documents.

STRATEGIC PLAN

This action to initiate the formation of a CFD, Improvement Area No. 1 and a Future Annexation Area to finance infrastructure for Tracy Hills is not related to any of Council's strategic plans.

FISCAL IMPACT

There is no cost to the General Fund associated with this request. Bond Counsel/Disclosure Counsel, Underwriter, Tax Consultant/CFD Administrator, and Project Manager expenses are either contingent upon the successful sale and closure of the bonds and paid from bond proceeds and/or are paid through an existing Cost Recovery Agreement with the developer.

RECOMMENDATION

That Council:

- Authorize the City Manager to enter into joint facilities agreements with any entity, that will own or operate any of the Facilities, as may be necessary to comply with the provisions of Section 53316.2(a) and (b) of the Mello-Roos Act;
- Declare the intent of the City to enter into agreements with property owners in the City pursuant to which the property owners will construct the public infrastructure and the City will use CFD proceeds to acquire the infrastructure;
- Adopt a Resolution of Intention to Establish the CFD, Improvement Area No. 1 and the Future Annexation Area;
- Adopt a Resolution of Intention to Incur Bonded Indebtedness and Other Debt;
- Set a Public Hearing date of July 19, 2016 to consider questions of establishing the CFD, levying the special tax and incurring bonded indebtedness and other debt;
- Direct the preparation of a CFD Report.

Prepared by: Anne Bell, Mgt. Analyst II, ASD, Finance Division
Susan Goodwin, Goodwin Consulting Group
Chris Lynch, Jones Hall

Reviewed by: V. Rachelle McQuiston, Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

- A: Petition, Proposed Facilities to be Financed, and Boundary Map of Tracy Hills Improvement Area No. 1 and Future Annexation Area
- B: Rate and Method of Apportionment for Improvement Area No. 1
- C: Joint Community Facilities Agreement Form

ATTACHMENT "A"

**PETITION TO CREATE A
COMMUNITY FACILITIES DISTRICT
(Including Waivers)**

May 1, 2016

City Council of the
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Members of the Council:

This is a petition to create a community facilities district and related matters (the "Petition") submitted pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311 and following of the California Government Code) (the "Act").

1. Petitioners. This Petition is submitted pursuant to the Act to the City of Tracy (the "City") by the owner (the "Property Owner") of 100% of the fee simple interest in the parcels of land identified by Assessor Parcel Numbers shown below (the "Property") and further shown as Improvement Area No. 1 on the map attached hereto as Exhibit B. The Property Owner warrants to the City with respect to the Property that the signatories are authorized to execute this Petition and that the submission of this Petition and participation in the City's proceedings under the Act will not constitute a violation or event of default under any existing financing arrangement in any way affecting the Property Owner and such Property, including any "due-on-encumbrance" clauses under any existing deeds of trust secured by the Property.

2. Request to Institute Proceedings. The City Council is hereby requested to do all of the following:

- a. Undertake proceedings under the Act to create a community facilities district to be designated "City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" (the "CFD"), which CFD shall initially include only the Property;
- b. Designate the Property as "Improvement Area No. 1" of the CFD;
- c. Initiate and conduct legal proceedings pursuant to Article 3.5 of the Act, beginning with Section 53339 thereof ("Article 3.5"), to designate the cross-hatched area shown on Exhibit B as a future annexation area for the CFD (the "Future Annexation Area"). The Future Annexation Area will enable, from time to time, the future annexation of all or any portions of the Future Annexation Area to the CFD without further hearing or further action by the City Council, upon receipt of written unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings, all as prescribed by and in conformity with the provisions of Article 3.5;
- d. Conduct a landowner-voter election in accordance with the Act to obtain authorization (1) to levy a special tax for facilities (the "Facilities Special Tax") and

a special tax for services (the "Services Special Tax") on the non-exempt property located within Improvement Area No. 1 of the CFD and (2) to authorize the issue of special tax bonds and other debt for the CFD, all as shall be more fully established during the course of the requested legal proceedings for establishment of the CFD and Improvement Area No. 1; and

- e. Conduct proceedings for the items described in (a) through (d) above consistent with Exhibit 2 of the Development Agreement by and between the City and the Property Owner relating to the Tracy Hills Project.

3. Boundaries of CFD. The Property Owner hereby asks that the territory within the boundaries of the CFD, Improvement Area No. 1, and the Future Annexation Area be as shown on the map attached hereto as Exhibit B.

4. Purpose of CFD. The CFD, Improvement Area No. 1, and each improvement area created out of the Future Annexation Area shall be created for the purpose of financing the facilities (the "Facilities") and the public services described in Exhibit A attached hereto and incorporated herein by reference. Within Improvement Area No. 1 and each improvement area created from the Future Annexation Area, the Property Owner will request from time to time that the City Council issue special tax bonds in one or more series to finance the Facilities and the related incidental expenses of the proceedings and bond financing.

5. Elections. The Property Owner hereby asks that the special election to be held under the Act to authorize the special taxes and the issuance of the bonds and other debt and to establish an appropriations limit for Improvement Area No. 1 be consolidated into a single election and that the election be conducted by the City and its officials, using mailed or hand-delivered ballots, and that such ballots be opened and canvassed and the results certified at the same meeting of the City Council as the public hearings on the CFD under the Act or as soon thereafter as possible.

6. Waivers. To expedite the completion of the proceedings for the CFD and Improvement Area No. 1, all notices of hearings and all notices of election, applicable waiting periods under the Act for the election and all ballot analyses and arguments for the election are hereby waived. The Property Owner also waives any requirement as to the specific form of the ballot to be used for the election, whether under the Act, the California Elections Code or otherwise.

7. Deposits. Compliance with the provisions of subsection (d) of Section 53318 of the Act has been accomplished by a deposit of funds by the Property Owner with the City, made not later than the date of submission of this petition to the City Clerk, pursuant to a Cost Recovery Agreement, between the City and the Property Owner, to pay the estimated costs to be incurred by the City in conducting proceedings for establishment of the CFD.

8. Counterparts. This Petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

By executing this Petition, the persons below agree to all of the above.

The property that is the subject of this Petition is identified as Assessor Parcel Nos. 253-360-01, 253-360-02, 253-360-03, 253-360-04, 253-360-05, 253-360-06, 253-360-08, 253-360-09, 253-360-10 (417.6 acres)

The name of the owner of record of such property and the petitioner and its mailing address is:

TRACY PHASE I, LLC,
A Delaware limited liability company

By: 

Name: John Stanek

Title: Authorized Representative

Mailing Address:

888 San Clemente, Suite 100
Newport Beach, California 92660
Attn: Tracy Hills Project Manager

EXHIBIT A

PROPOSED DESCRIPTION OF FACILITIES AND SERVICES TO BE FINANCED BY THE CFD AND EACH IMPROVEMENT AREA THEREIN

City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)

DESCRIPTION OF FACILITIES AND SERVICES TO BE FINANCED BY THE CFD AND EACH IMPROVEMENT AREA THEREIN

FACILITIES

The CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) shall be authorized to finance all or a portion of the costs of the acquisition, construction and improvement of facilities permitted under the Mello-Roos Act and that are required as conditions of development of the property within the CFD and the Future Annexation Area, including, but not limited to, the following:

- Roadway Improvements (and all curb and gutter, sidewalks, lighting, signalization, landscaping, monumentation, and dry and wet utilities) - including, but not limited to:
 - Spine Road north of I-580.
 - Spine Road south of I-580.
 - Emergency Vehicle Access roads.
 - Corral Hollow Road.
 - Lammers Road.
 - Linne Road.
 - Tracy Boulevard.
 - In-tract streets and roads.
 - All streets within the City of Tract impacted by the development of the Project Property.
 - I-580/Corral Hollow Road Interchange
 - I-580/Lammers Road Interchange
- Wastewater Treatment Facilities - including, but not limited to, a wastewater treatment facility and/or expansion, pump stations, force main and gravity lines.
- Water Facilities - including, but not be limited to, a water treatment facility, pump stations, new water transmission lines, additional storage reservoirs or tanks with booster pumps, production wells, backup generators at existing wells, and pressure reducing valves.
- Reclaimed Water Facilities - including, but not limited to, reclaimed water treatment facilities, pump stations, new reclaimed water transmission lines, and additional storage reservoirs or tanks with booster bumps.
- Drainage Improvements - including, but not limited to, pipes, culverts, retention basins, drop inlets, and filtration areas.

- Landscaping - including, but not limited to, entryways, streets, buffers, and slopes.
- Open Space Improvements
- Parks and Park Equipment - including, but not limited to, construction of parks, park equipment and structures.
- Public Safety Improvements - including, but not limited to:
 - Constructing and equipping two firehouses.
 - Police facilities and equipment.
- Soundwalls - including, but not limited to, the soundwall along I-580.
- Improvements Financed by City Master Plan and Public Benefit Payments - including, but not limited to:
 - Public Benefit payments.
 - Transportation Master Plan Fee.
 - Wastewater Mater Plan Fee.
 - Wastewater Conveyance Master Plan Fee.
 - Water Treatment Master Plan Fee.
 - Water Conveyance Mater Plan Fee.
 - Water Treatment Master Plan Fee.
 - Recycled Water Master Plan Fee.
 - Public Safety Master Plan Fee.
 - Public Facilities Master Plan Fee.
 - Parks Master Plan Fee.

Any facility authorized to be financed by the CFD and its Improvement Areas may be financed through the construction and acquisition of the facility or through the payment of fees for such facility.

The facilities constructed or acquired may be location within or outside the CFD.

The facilities to be financed shall include all hard and soft costs associated with the facilities, including the costs of the acquisition of land and rights-of-way, the costs of design, engineering and planning, the costs of any environmental or traffic studies, surveys or other reports, costs related to landscaping and irrigation, soils testing, permits, plan check, and inspection fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing as further defined in one or more acquisition agreements with the developer of the Property in the CFD.

SERVICES

Special taxes collected in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) may finance, in whole or in part, the following services (“services” shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982):

- Maintenance and operation of the Facilities

OTHER

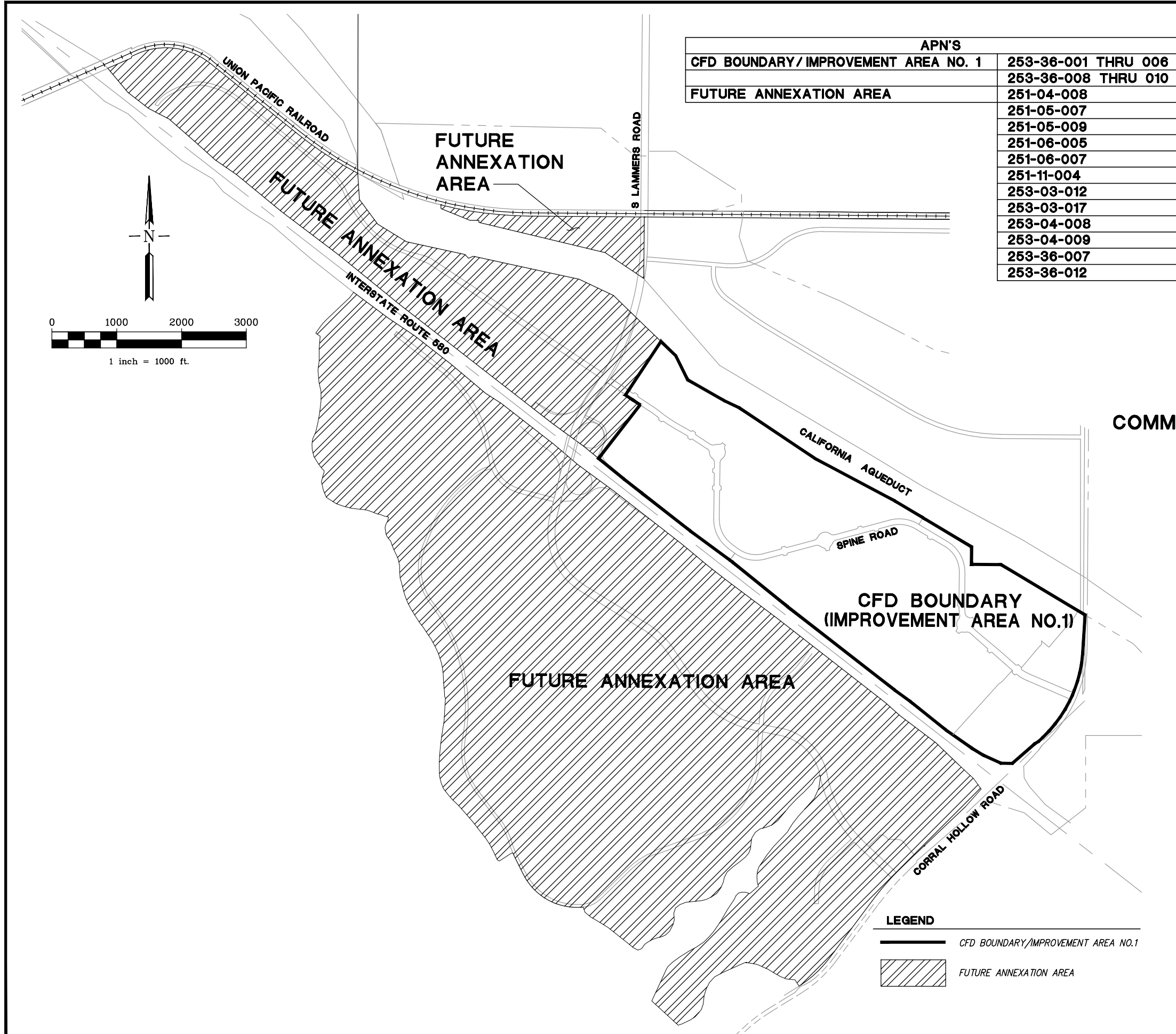
The CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) may also finance any of the following:

1. Bond related expenses, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, bond and disclosure counsel fees and expenses, bond remarketing costs, and all other incidental expenses.
2. Administrative fees of the City and the bond trustee or fiscal agent related to the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) and the Bonds.
3. Reimbursement of costs related to the formation of the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) advanced by the City, the landowner(s) in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area), or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area)

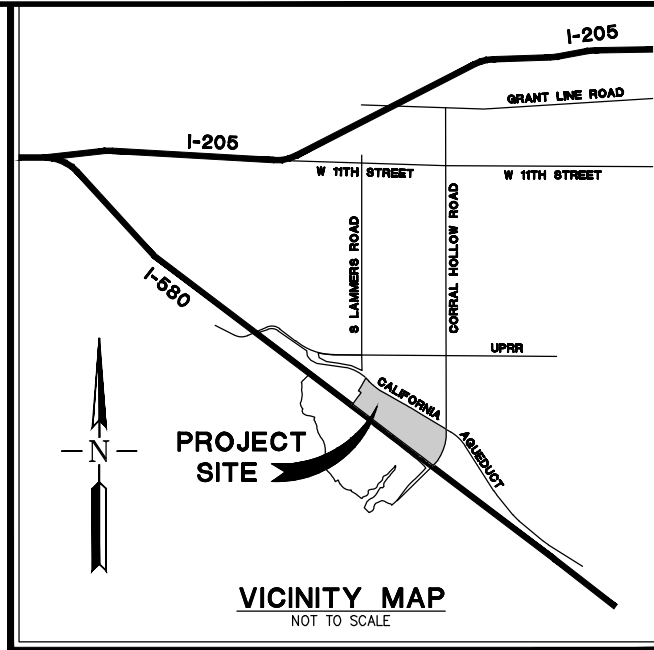
EXHIBIT B

PROPOSED BOUNDARY MAP

**City of Tracy
Community Facilities District No. 2016-1
(Tracy Hills)**



APN'S	
CFD BOUNDARY/IMPROVEMENT AREA NO. 1	253-36-001 THRU 006 253-36-008 THRU 010
FUTURE ANNEXATION AREA	251-04-008 251-05-007 251-05-009 251-06-005 251-06-007 251-11-004 253-03-012 253-03-017 253-04-008 253-04-009 253-36-007 253-36-012



**PROPOSED BOUNDARIES OF
 CITY OF TRACY
 COMMUNITY FACILITIES DISTRICT 2016-1
 (TRACY HILLS)
 CITY OF TRACY
 COUNTY OF SAN JOAQUIN
 STATE OF CALIFORNIA**

Filed in the office of the City Clerk of the City of Tracy
 this _____ day of _____, 2016.

 City Clerk

I hereby certify that the within map showing proposed boundaries of City of Tracy Community Facilities District No. 2016-1 (Tracy Hills), City of Tracy, County of San Joaquin, State of California, was approved by the City Council of the City of Tracy, at a meeting thereof, held on the ____ day of _____, 2016, by its Resolution No. _____.

 City Clerk

Filed this _____ day of _____, 2016, at the hour of ____ o'clock __.m., in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____ in the office of the County Recorder in the County of San Joaquin, State of California.

 County Recorder, County of San Joaquin

LEGEND

— CFD BOUNDARY/IMPROVEMENT AREA NO.1

▨ FUTURE ANNEXATION AREA


RUGGERI-JENSEN-AZAR
 ENGINEERS ■ PLANNERS ■ SURVEYORS
 2541 WARREN DRIVE, SUITE 100 ROCKLIN, CA 95677
 PHONE: (916) 630-8900 FAX: (916) 630-8909

G:\job2012\125008\Exhibits\Tracy Hills Boundary Map-1.dwg

ATTACHMENT "B"

IMPROVEMENT AREA NO. 1 OF THE CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (TRACY HILLS)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

Special Taxes applicable to each Assessor's Parcel in Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in Improvement Area No. 1, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs of the dissemination agent, whether for the City or another party that has undertaken to provide continuing disclosure, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements with respect to the Bonds and the Special Taxes, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

“Administrator” means the person or firm designated by the City to administer the Special Taxes according to this RMA.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by the CFD.

“Authorized Services” means the public services authorized to be funded, in whole or in part, by the CFD.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by Improvement Area No. 1 to fund Authorized Facilities.

“Building Permit” means a single permit or set of permits required to construct a residential or non-residential structure. If a permit is issued for a foundation, parking, landscaping or other related facility or amenity, but a building permit has not yet been issued for the structure served by these facilities or amenities, such permit shall not be considered a “Building Permit” for purposes of application of the Special Taxes herein.

“Business Park Property” all Parcels of Developed Property within the specific geographic area in Improvement Area No. 1 that (i) was expected at the time of CFD Formation to be developed for business park uses, (ii) is identified as BP1 and BP2 on the Tentative Map and Attachment 2 of this RMA, (iii) is assigned Expected Maximum Facilities Special Tax Revenues in Attachment 1 based on the expectation of business park uses on the property. Notwithstanding the foregoing, if in any Fiscal Year, property that had been designated as Business Park Property is proposed for a use other than industrial or business park, the Administrator shall: (i) determine whether the property is expected to be Single Family Residential Property or Other Property, (ii) update Attachment 2 to reflect the new Expected Land Uses and Expected Maximum Facilities Special Tax Revenues for the property, and (iii) in the next Fiscal Year and all following Fiscal Years, levy Special Taxes on the property based on the new land use.

“Capitalized Interest” means funds in any capitalized interest account available to pay interest on Bonds.

“CFD” means the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Tracy.

“City Council” means the City Council of the City of Tracy.

“City Services CFD” means a community facilities district formed under the Act (separate from the CFD) over the property that is also included in the CFD that authorizes the levy of a special tax, all or a component of which is an amount up to \$325 per Residential Unit in Fiscal Year 2016-17 dollars that will be levied to mitigate fiscal deficits by funding police protection, fire protection, and/or public works maintenance services.

“County” means the County of San Joaquin.

“Development Class” means, individually, Developed Property and Undeveloped Property.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued prior to June 30 of the preceding Fiscal Year.

“Expected Land Uses” means the number of Residential Units and acres of Business Park Property expected within Improvement Area No. 1 as of CFD Formation, as identified in Attachment 1 and as amended from time to time as set forth in this RMA.

“Expected Maximum Facilities Special Tax Revenues” means the amount of annual revenue that would be available in Improvement Area No. 1 if the Maximum Facilities Special Tax was levied on the Expected Land Uses. The Expected Maximum Facilities Special Tax Revenues are shown in Attachment 1 of this RMA and may be reduced due to prepayments in future Fiscal Years and/or pursuant to Section D below.

“Facilities Special Tax” means a special tax levied in any Fiscal Year to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such Fiscal Year, (ii) to create or replenish reserve funds to the extent such replenishment has not been included in a computation of Special Tax Requirement in a previous Fiscal Year, (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, (iv) to pay Administrative Expenses, and (v) to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds to the extent that paying directly for such costs does not increase the Special Taxes levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Facilities Special Taxes, and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

“Final Bond Sale” means, at any point in time, the last series of Bonds issued for Improvement Area No. 1, which issuance uses up virtually all of the remaining capacity available from the Maximum Facilities Special Tax revenues that can be generated within Improvement Area No. 1, as determined by the City. If additional Bonds are expected to be issued after outstanding Bonds

retire, the “Final Bond Sale” may not be the last series of Bonds ever issued for Improvement Area No. 1, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

“**Final Map**” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates lots that do not need to be further subdivided prior to issuance of a Building Permit for a residential structure. The term “Final Map” shall not include any Assessor’s Parcel map or subdivision map, or portion thereof, that does not create lots that are in their final configuration, including Assessor’s Parcels that are designated as remainder parcels.

“**Fiscal Year**” means the period starting July 1 and ending on the following June 30.

“**Homeowners Association**” or “**HOA**” means the homeowners association that provides services to, and collects dues, fees, or charges from, property within Improvement Area No. 1.

“**HOA Property**” means any property within the boundaries of Improvement Area No. 1 that is owned in fee or by easement by the Homeowners Association, not including any such property that is located directly under a residential structure.

“**Improvement Area No. 1**” means Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills).

“**Improvement Fund**” means the account (regardless of its name) identified in the Indenture to hold funds which are available to acquire or construct Authorized Facilities.

“**Indenture**” means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“**Land Use Change**” means a proposed or approved change to the Expected Land Uses within Improvement Area No. 1 after CFD Formation.

“**Maximum Facilities Special Tax**” means the greatest amount of Facilities Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year as determined in accordance with Sections C and D below.

“**Maximum Services Special Tax**” means the greatest amount of Services Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year as determined in accordance with Section C.2 below.

“**Maximum Special Taxes**” means, collectively, the Maximum Facilities Special Tax and Maximum Services Special Tax.

“**Other Property**” means, in any Fiscal Year, all Parcels of Developed Property within Improvement Area No. 1 that are not Single Family Residential Property, Business Park Property, Taxable HOA Property, or Taxable Public Property.

“Proportionately” means, for Developed Property that is not Taxable HOA Property or Taxable Public Property, that the ratio of the actual Special Taxes levied in any Fiscal Year to the Maximum Special Taxes authorized to be levied in that Fiscal Year is equal for all Parcels of Developed Property that are not Taxable HOA Property or Taxable Public Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual Special Taxes levied to the Maximum Special Taxes is equal for all Parcels of Undeveloped Property. For Taxable Public Property, “Proportionately” means that the ratio of the actual Special Taxes levied to the Maximum Special Taxes is equal for all Parcels of Taxable Public Property. For Taxable HOA Property, “Proportionately” means that the ratio of the actual Special Taxes levied to the Maximum Special Taxes is equal for all Parcels of Taxable HOA Property.

“Public Property” means any property within the boundaries of Improvement Area No. 1 that is owned by the federal government, State of California or other local governments or public agencies.

“Recycled Water Facilities Cost” means the total cost, as determined by the City, of funding the design, engineering, construction, and/or acquisition of recycled water facilities that will serve development within the CFD. If, in the future, the City determines that there is a preferred alternative to the recycled water facilities that were expected at the time of CFD Formation, the cost of such facilities shall qualify as Recycled Water Facilities Costs for purposes of this RMA.

“Remainder Taxes” means, after September 1st and before December 31st of any Fiscal Year, any Facilities Special Tax revenues that were levied and collected in the prior Fiscal Year and were not needed to (i) pay debt service on the Bonds that was due in the calendar year in which the Remainder Taxes are being calculated, (ii) replenish Bond reserves, or (iii) pay Administrative Expenses that have been incurred, or are expected to be incurred, by the City prior to the receipt of additional Facilities Special Tax proceeds.

“Required Coverage” means the amount by which the Maximum Facilities Special Tax Revenues must exceed the Bond debt service and required Administrative Expenses, as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Unit” means an individual single-family unit that does not share a common wall with another residential unit, or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure. An Accessory Unit shall not be considered a Residential Unit for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year after the Trigger Event to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which

have occurred in the prior Fiscal Year. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“Single Family Residential Property” means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit was issued for construction of one or more Residential Units.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable HOA Property” means, in any Fiscal Year, all Parcels of HOA Property that are not exempt pursuant to Section G below.

“Taxable Property” means all Parcels within the boundaries of Improvement Area No. 1 which are not exempt from the Special Tax pursuant to law or Section G below.

“Taxable Public Property” means, in any Fiscal Year after the first series of Bonds is issued, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of issuance of the first series of Bonds, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D.1 below), the Parcel was not anticipated to be Public Property based on the Expected Land Uses, as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it has become Public Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Tentative Map” means Vesting Tentative Tract Map–Tract 3788 for Tracy Hills Phase 1A, as approved by the City Council on April 5, 2016 and as shown in Attachment 2 of this RMA.

“Trigger Event” means, in any Fiscal Year, that, on or before June 30 of the prior Fiscal Year, the Administrator made a finding that (i) all Bonds secured by the levy and collection of Facilities Special Taxes in the CFD have been fully repaid, (ii) all Administrative Expenses from prior Fiscal Years have been paid or reimbursed to the City, (iii) the Recycled Water Facilities Costs have been fully funded, and (iv) there are no other Authorized Facilities that the City intends to fund with Facilities Special Taxes. In the first Fiscal Year in which the Administrator determines that the Trigger Event occurred in the prior Fiscal Year, and in each Fiscal Year thereafter, the Facilities Special Tax shall cease to be levied, and the Maximum Services Special Tax for each Parcel shall be adjusted pursuant to Section C.2 below.

“Undeveloped Business Park Property” means, in any Fiscal Year, all Parcels that otherwise meet the definition of Business Park Property but are not yet Developed Property.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property or Undeveloped Business Park Property.

“Village” means a specific geographic area within Improvement Area No. 1 that (i) is identified by an assigned number on the Tentative Map, (ii) is expected to have single family lots that are

all of a similar size, and (iii) is assigned Expected Maximum Facilities Special Tax Revenues in Attachment 1 based on the Expected Land Uses for that Village.

B. DATA FOR ADMINISTRATION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall (i) categorize each Parcel of Taxable Property as Developed Property, Undeveloped Business Park Property, Undeveloped Property, Taxable Public Property, or Taxable HOA Property, (ii) for Single Family Residential Property, determine within which Village each Parcel of Developed Property is located and the number of Residential Units on the Parcel, and (iii) determine the Facilities Special Tax Requirement and Services Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, *on an ongoing basis*, monitor Final Maps and condominium plans to determine if there are any proposed changes to the Expected Land Uses that would reduce the Expected Maximum Facilities Special Tax Revenues for a Village. If the Expected Maximum Facilities Special Tax Revenues will be reduced pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D.1 below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in Improvement Area No. 1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Facilities Special Tax

Table 1 below identifies the Maximum Facilities Special Tax, before and after the Trigger Event, for Taxable Property in Improvement Area No. 1, subject to potential adjustments that may occur pursuant to Section D below.

**TABLE 1
IMPROVEMENT AREA NO. 1
MAXIMUM FACILITIES SPECIAL TAX**

Land Use	Maximum Facilities Special Tax Prior to Trigger Event Fiscal Year 2015-16*	Maximum Facilities Special Tax After Trigger Event
<u>Single Family Residential Property</u>		
Village 1	\$2,514 per Residential Unit	\$0 per Residential Unit
Village 2	\$2,839 per Residential Unit	\$0 per Residential Unit
Village 3	\$2,837 per Residential Unit	\$0 per Residential Unit
Village 4	\$2,638 per Residential Unit	\$0 per Residential Unit
Village 5	\$3,487 per Residential Unit	\$0 per Residential Unit
Village 6	\$3,828 per Residential Unit	\$0 per Residential Unit
Village 7	\$2,270 per Residential Unit	\$0 per Residential Unit
Village 8	\$3,658 per Residential Unit	\$0 per Residential Unit
Business Park Property/ Undeveloped Business Park Property	\$2,500 per Acre	\$0 per Acre
Other Property	\$30,000 per Acre	\$0 per Acre
Taxable Public Property and Taxable HOA Property	\$30,000 per Acre	\$0 per Acre
Undeveloped Property	\$30,000 per Acre	\$0 per Acre

*** On July 1, 2016 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

2. *Services Special Tax*

Table 2 below identifies the Maximum Services Special Tax, before and after the Trigger Event, for Taxable Property in Improvement Area No. 1.

**TABLE 2
IMPROVEMENT AREA NO. 1
MAXIMUM SERVICES SPECIAL TAX**

Type of Property	Maximum Services Special Tax Prior to Trigger Event	Maximum Services Special Tax After Trigger Event Fiscal Year 2015-16*
<u>Single Family Residential Property</u> Village 1 Village 2 Village 3 Village 4 Village 5 Village 6 Village 7 Village 8	\$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit	\$503 per Residential Unit \$568 per Residential Unit \$567 per Residential Unit \$528 per Residential Unit \$697 per Residential Unit \$766 per Residential Unit \$454 per Residential Unit \$732 per Residential Unit
Business Park Property/ Undeveloped Business Park Property	\$0 per Acre	\$500 per Acre
Taxable Public Property and Taxable HOA Property	\$0 per Acre	\$1,000 per Acre
Undeveloped Property	\$0 per Acre	\$1,000 per Acre

*** On July 1, 2016 and on each July 1 thereafter, all figures shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

Once Special Taxes have been levied on a Parcel of Developed Property, the Maximum Special Taxes applicable to that Parcel shall not be reduced in future Fiscal Years regardless of changes in land use on the Parcel, except (i) in the event of a partial prepayment pursuant to Section H, and (ii) pursuant to Section D. Notwithstanding the foregoing: (i) if Bonds have yet to be issued for Improvement Area No. 1, the Parcels can be assigned to the appropriate Special Tax category based on the Land Use Change, and the Administrator shall recalculate the Expected Maximum Facilities Special Tax Revenues based on the corresponding change in revenues, and (ii) the actual Special Taxes levied on a Parcel of Developed Property in any Fiscal Year may be less than the Maximum Special Taxes if lower Special Taxes are calculated pursuant to Step 1 in Sections E.1 and E.2 below.

D. CHANGES TO MAXIMUM SPECIAL TAXES

The Expected Maximum Facilities Special Tax Revenues were calculated based on the Expected Land Uses at CFD Formation. The Administrator shall review Final Maps, Tentative Map revisions, and other changes to land uses proposed within Improvement Area No. 1 and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Facilities Special Tax Revenues.

1. *Changes in Expected Land Uses*

If, prior to the issuance of the first series of Bonds, a Land Use Change is proposed that will result in a reduction in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D.1. Upon approval of the Land Use Change, the Administrator shall update Attachment 1 to show the reduced Expected Maximum Facilities Special Tax Revenues.

If, prior to the Final Bond Sale, a Land Use Change is proposed that will result in a reduction in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D.1 as long as the reduction does not reduce debt service coverage on outstanding Bonds below the Required Coverage. Upon approval of the Land Use Change, the Administrator shall update Attachment 1 to show the reduced Expected Maximum Facilities Special Tax Revenues, which amount shall be used to size the Final Bond Sale.

If a Land Use Change is proposed after the Final Bond Sale, the following steps shall be applied:

- Step 1:** By reference to Attachment 1 (which will be updated by the Administrator each time a Land Use Change has been processed according to this Section D.1 and or pursuant to Section D.2), the Administrator shall identify the Expected Maximum Facilities Special Tax Revenues for Improvement Area No. 1.
- Step 2:** The Administrator shall calculate the Maximum Facilities Special Tax Revenues that could be collected from property in Improvement Area No. 1 if the Land Use Change is approved.
- Step 3:** If the amount calculated in Step 2 is higher than that determined in Step 1, no further action is needed. If the revenues calculated in Step 2 are less than those calculated in Step 1, and if the landowner requesting the Land Use Change does not prepay the portion of the Expected Maximum Facilities Special Tax Revenues in an amount that corresponds to the lost revenue, then the Maximum Facilities Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the aggregate Maximum Facilities Special Tax Revenues that can be generated from the area affected by the Land Use Change is the same as it was prior to the Land Use Change.

If multiple Land Use Changes are proposed simultaneously by a single land owner (which may include approval of multiple Final Maps at one time), the Administrator may consider the combined effect of all the Land Use Changes to determine if there is a reduction in Expected Maximum Facilities Special Tax Revenues. If there is a reduction, the Administrator shall increase the Maximum Facilities Special Tax proportionately in all of the Final Maps being proposed by the landowner until the aggregate amount that can be levied within the Final Maps is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, the Administrator shall consider the proposed Land Use Changes individually.

2. *Formation of City Services CFD*

If a City Services CFD is formed and Bonds have not yet been sold for Improvement Area No. 1, the Maximum Facilities Special Taxes set forth in Table 1 for Single Family Property in Fiscal Year 2015-16 shall be reduced by \$325 per Residential Unit (or such lower amount that is adopted as the maximum special tax or component thereof that will be used to mitigate fiscal impacts on the City by paying for fire protection, police protection, and/or public works maintenance services), and the Maximum Facilities Special Taxes, as reduced by this Section D.2, shall, on July 1, 2016 and on each July 1 thereafter, be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

In addition, upon formation of the City Services CFD, the Maximum Services Special Taxes after the Trigger Event set forth in Table 2 for Fiscal Year 2015-16 shall be reduced to twenty percent (20%) of the reduced Maximum Facilities Special Taxes calculated pursuant to the sentence above. Such reduced Maximum Services Special Taxes shall, on July 1, 2016 and on each July 1 thereafter, be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year, as set forth in Section C. After the City Services CFD is formed, the Administrator shall also do the following: (i) record an Amended Notice of Special Tax Lien to reflect the reduced Maximum Facilities Special Taxes and Maximum Services Special Taxes, and (ii) update Attachment 1 to reflect the new Maximum Facilities Special Taxes and corresponding Expected Maximum Facilities Special Tax Revenues.

3. *Transfer of Expected Maximum Facilities Special Tax Revenues from One Village to Another*

The Expected Maximum Facilities Special Tax Revenues were determined for each Village based on the Expected Land Uses within that Village. If the expected number of Residential Units is transferred from one Village to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Facilities Special Tax Revenues between the Villages. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Facilities Special Tax Revenues as a result of the transfer.

4. *Conversion of a Parcel of Public Property to Private Use*

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of Special Taxes. The Maximum Special Taxes for each such Parcel shall be determined based on the average Maximum Special Taxes for Parcels with similar land use designations, as determined by the Administrator.

E. METHOD OF LEVY OF THE SPECIAL TAXES

1. Facilities Special Tax

Each Fiscal Year, the Administrator shall determine the Facilities Special Tax Requirement and levy the Facilities Special Tax on all Parcels of Taxable Property as follows:

Step 1: In the first twenty (20) Fiscal Years in which a Facilities Special Tax is levied within Improvement Area No. 1, the Maximum Facilities Special Tax shall be levied on all Parcels of Developed Property. Any Facilities Special Tax proceeds collected that are determined by the Administrator to be Remainder Taxes shall be deposited into the Improvement Fund to pay any costs associated with the acquisition of Authorized Facilities that were not paid with Bond proceeds or Facilities Special Taxes levied in prior Fiscal Years.

Beginning in the twenty-first (21st) Fiscal Year in which a Facilities Special Tax is levied within Improvement Area No. 1 and continuing until the Trigger Event, the Facilities Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Developed Property until the amount levied is equal to the Facilities Special Tax Requirement, the calculation of which will include funding for Recycled Water Facilities Costs and/or other Authorized Facilities designated for funding, as determined in the sole discretion of the City.

After the Trigger Event, the Facilities Special Tax shall no longer be levied.

Step 2: If additional revenue is needed after Step 1 and after applying Capitalized Interest to the Special Tax Requirement, the Facilities Special Tax shall be levied Proportionately on (i) each Parcel of Undeveloped Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Undeveloped Property, and (ii) each Parcel of Undeveloped Business Park Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Undeveloped Business Park Property.

Step 3: If additional revenue is needed after Step 2, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable HOA Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable HOA Property.

Step 4: If additional revenue is needed after Step 3, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Public Property.

2. *Services Special Tax*

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Services Special Tax Requirement and levy the Services Special Tax on all Parcels of Taxable Property as follows:

- Step 1:** The Services Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Services Special Tax for each Parcel of Developed Property until the amount levied is equal to the Services Special Tax Requirement.
- Step 2:** If additional revenue is needed after Step 1, the Services Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property, up to 100% of the Maximum Services Special Tax for each Parcel of Undeveloped Property and Undeveloped Business Park Property.
- Step 3:** If additional revenue is needed after Step 2, the Services Special Tax shall be levied Proportionately on each Parcel of Taxable HOA Property, up to 100% of the Maximum Services Special Tax for each Parcel of Taxable HOA Property.
- Step 4:** If additional revenue is needed after Step 3, the Services Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Services Special Tax for each Parcel of Taxable Public Property.

F. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes for Improvement Area No. 1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that partial prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied and collected until principal and interest on Bonds have been repaid, costs of constructing or acquiring Authorized Facilities from Facilities Special Tax proceeds have been paid, and all Administrative Expenses have been paid or reimbursed. However, in no event shall Facilities Special Taxes be levied for more than eighty (80) Fiscal Years. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. After the Trigger Event, the Services Special Tax may be levied and collected in perpetuity.

G. EXEMPTIONS

Any Parcel that becomes Public Property prior to the first series of Bonds being issued for Improvement Area No. 1 shall be exempt from both the Services Special Tax and the Facilities Special Tax; the Administrator shall reduce the Expected Maximum Facilities Special Tax Revenues to reflect any such exemption, and the first series of Bonds shall be sized based on the reduced Expected Maximum Facilities Special Tax Revenues. Any Parcel that becomes Public Property after the first series of Bonds are issued for Improvement Area No. 1 shall be exempt from both the Services Special Tax and the Facilities Special Tax provided such Parcel is not Taxable Public Property.

In addition, no Special Taxes shall be levied on (i) up to 61.45 Acres of HOA Property, with tax-exempt status assigned in chronological order based on the date on which Parcels were transferred to the Homeowners Association, (ii) Parcels that are designated as permanent open space or common space on which no structure is permitted to be constructed, (iii) Parcels owned by a public utility for an unmanned facility, and (iv) Parcels subject to an easement that precludes any use on the Parcel other than that permitted by the easement. Notwithstanding the foregoing, if a Facilities Special Tax has been levied on a Parcel in any Fiscal Year, and the entire Parcel subsequently meets the criteria in (ii), (iii) or (iv) above, the Parcel shall remain subject to the Facilities Special Tax levy, unless the first series of Bonds have yet to be issued for Improvement Area No. 1, in which case such property shall be categorized as Public Property, and the Administrator shall recalculate the Expected Maximum Facilities Special Tax Revenues based on the corresponding loss in revenues.

H. PARTIAL PREPAYMENT OF FACILITIES SPECIAL TAX

The following definitions apply to this Section H:

“Outstanding Bonds” means all Previously Issued Bonds which remain outstanding, with the following exception: if a Facilities Special Tax has been levied against, or already paid by, an Assessor’s Parcel making a prepayment, and a portion of the Facilities Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

“Public Facilities Requirements” means: (i) \$47,500,000 in fiscal year 2015-16 dollars, which amount shall, on July 1, 2016 and on each July 1 thereafter, be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year, or (ii) such other number as shall be determined by the City to be an appropriate estimate of the net construction proceeds that will be generated from all Bonds that have been or are expected to be issued on behalf of Improvement Area No. 1.

“Remaining Facilities Costs” means the Public Facilities Requirements (as defined above), minus public facility costs funded by Previously Issued Bonds (as defined above), Remainder Taxes, or prepayments.

A property owner may prepay up to 80% of the Facilities Special Tax obligation applicable to a Parcel in Improvement Area No. 1, thereby reducing the Maximum Facilities Special Tax applicable to the Parcel, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay a portion of the Facilities Special Tax obligation shall provide the City with written notice of intent to prepay, which shall identify the percentage of the Maximum Facilities Special Tax that is to be prepaid. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 50 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount for a Parcel shall be determined by application of the following steps:

- Step 1.** Determine the Maximum Facilities Special Tax that could be levied on the Parcel based on the Expected Land Uses for the Parcel at the time the prepayment is calculated.
- Step 2.** Divide the Maximum Facilities Special Tax computed pursuant to Step 1 by the Expected Maximum Facilities Special Tax Revenues in that Fiscal Year.
- Step 3.** Multiply the quotient computed in Step 2 by the percentage of the Maximum Facilities Special Tax that the property owner wants to prepay, which percentage shall not exceed 80%.
- Step 4.** Multiply the quotient computed pursuant to Step 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 5.** Compute the current Remaining Facilities Costs (if any).

- Step 6.** Multiply the quotient computed pursuant to Step 3 by the amount determined pursuant to Step 5 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 7.** Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 8.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the last Bond interest payment date on which interest has been or will be paid by Facilities Special Taxes already levied until the earliest redemption date for the Outstanding Bonds.
- Step 9:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 10:** Take the amount computed pursuant to Step 8 and subtract the amount computed pursuant to Step 9 (*the “Defeasance Requirement”*).
- Step 11.** Determine the costs of computing the prepayment amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption (*the “Administrative Fees and Expenses”*).
- Step 12.** If and to the extent so provided in the Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the “Reserve Fund Credit”*).
- Step 13.** The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10, and 11, less the amount computed pursuant to Step 12 (*the “Prepayment Amount”*).
- Step 14.** From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, and 10 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 6 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 11 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a partial prepayment of a Facilities Special Tax has been received, an Amendment to Special Tax Lien shall be recorded against the Parcel to reflect the reduced Facilities Special Tax lien for the Parcel, which shall be equal to the portion of the Maximum Facilities Special Tax that was not prepaid. However, an Amendment to Special Tax Lien shall not be recorded until

all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected. The prepayment of a portion of the Facilities Special Tax shall not affect the perpetual obligation to pay the Services Special Tax.

I. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and revise this RMA to correct any inconsistency, vagueness, or ambiguity, by resolution and/or ordinance, that does not create a material adverse effect on the levy and collection of the Special Taxes and any security for any Bonds.

ATTACHMENT 1

Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)

Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

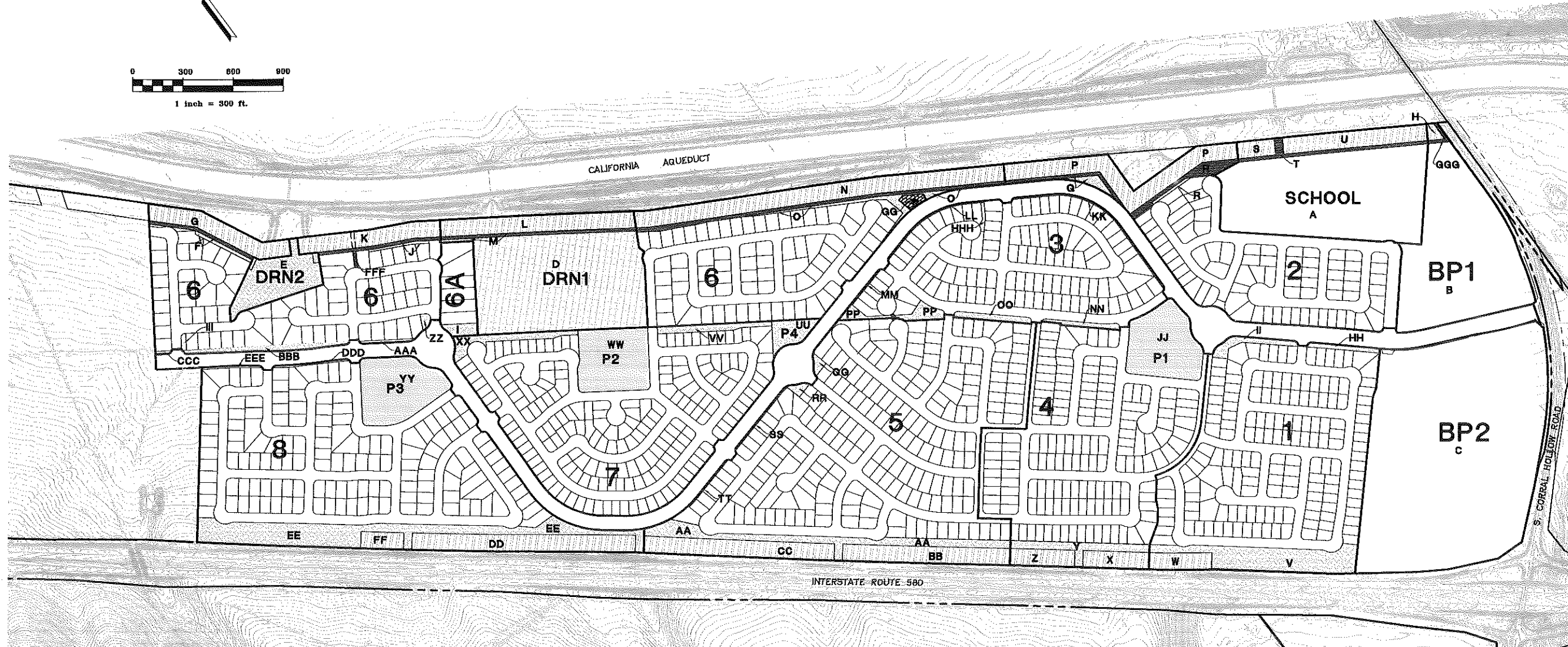
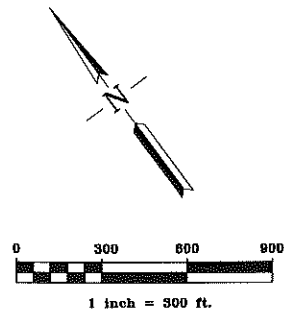
Village	Expected Land Uses	Estimated Facilities Special Tax per Unit FY 2015-16 /1	Expected Maximum Facilities Special Tax Revenues FY 2015-16 /1
Village 1	160 Residential Units	\$2,514 per Residential Unit	\$402,240
Village 2	74 Residential Units	\$2,839 per Residential Unit	\$210,086
Village 3	105 Residential Units	\$2,837 per Residential Unit	\$297,885
Village 4	150 Residential Units	\$2,638 per Residential Unit	\$395,700
Village 5	198 Residential Units	\$3,487 per Residential Unit	\$690,426
Village 6	146 Residential Units /2	\$3,828 per Residential Unit	\$558,888
Village 7	182 Residential Units	\$2,270 per Residential Unit	\$413,140
Village 8	139 Residential Units	\$3,658 per Residential Unit	\$508,462
N/A	50.8 Acres of Business Park Property	\$2,500 per Acre	\$127,000
Total	1,160 Residential Units and 50.8 Acres of Business Park Property	N/A	\$3,476,827

1. On July 1, 2016 and each July 1 thereafter, the Estimated Facilities Special Tax per Unit and the Expected Maximum Facilities Special Tax Revenues shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.
2. Does not include 6 units in Village 6A, the timing of development of which is uncertain.

ATTACHMENT 2

**Improvement Area No. 1 of the
City of Tracy
Community Facilities District No. 2016-1
(Tracy Hills)**

Vesting Tentative Tract Map—Tract 3788



PARCEL	OWNER	ACRES
A	SCHOOL	14.0
B	DEVELOPER	16.4
C	DEVELOPER	33.6
D	CITY	16.7
E	HOA	2.4
F	HOA	0.5
G	HOA	2.1
H	HOA/DEVELOPER	0.2
I	HOA	0.3
J	HOA	0.5
K	HOA	1.9
L	HOA	2.7
M	HOA	0.6
N	HOA	5.1
O	HOA	0.4
P	HOA	3.7
Q	HOA	0.6
R	HOA	0.8
S	HOA	0.5
T	HOA	0.6
U	HOA	2.0
V	HOA	2.8
W	HOA	0.9
X	HOA	0.9
Y	HOA	1.4
Z	HOA	0.9
AA	HOA	2.5
BB	HOA	2.3
CC	HOA	2.6
DD	HOA	3.2

EE	HOA	5.2
FF	HOA	0.6
GG	CITY	0.2
HH	HOA	0.3
II	HOA	0.5
JJ	CITY	3.8
KK	HOA	0.2
LL	HOA	0.2
MM	HOA	0.1
NN	HOA	0.3
OO	HOA	0.4
PP	HOA	0.7
QQ	HOA	0.1
RR	HOA	0.1
SS	HOA	0.1
TT	HOA	0.1
UU	HOA	0.8
VV	HOA	0.6
WW	CITY	3.6
XX	HOA	0.9
YY	CITY	3.9
ZZ	HOA	0.1
AAA	HOA	0.1
BBB	HOA	0.6
CCC	HOA	0.1
DDD	HOA	0.1
EEE	HOA	0.1
FFF	HOA	0.1
GGG	HOA/DEVELOPER	0.1
HHH	HOA	0.7
III	HOA	0.7
DRN1	CITY	13.9
DRN2	HOA	3.0

NEIGHBORHOOD	ACRES	LOT COUNT	TYPICAL LOT SIZE
1	35.9	160	55'x90'
2	19.0	74	55'x100'
3	25.3	105	55'x100'
4	35.1	150	50'x100'
5	51.8	198	60'x100'
6	54.7	146	70'x100'
6A	2.7	6	70'x100'
7	36.3	182	50'x80'
8	48.0	139	65'x100'
TOTAL	317.1	1,160	-

PARK	ACRES	OWNER
P1	3.8	CITY
P2	3.6	CITY
P3	3.9	CITY
P4	0.8	HOA
TOTAL	12.1	-

USE	ACRES
SPINE ROAD	23.2
CORRAL HOLLOW RD. ULT. R/W	1.3
SCHOOL	14.0
BP1 (NET)	13.2
BP2 (NET)	31.9
DRN1-FOR DRAINAGE	13.9
DRN2-FOR DRAINAGE	3.0
TOTAL	100.5

LEGEND:

- PUBLIC PARK (CITY OWNED & MAINTAINED)
- PUMP STATION (CITY OWNED & MAINTAINED)
- PROPOSED 20' UTILITY AND ACCESS EASEMENT (HOA OWNED & MAINTAINED PARCELS, CITY MAINTAINED UTILITIES)
- EXISTING CONSERVATION EASEMENT (HOA OWNED & MAINTAINED)
- IN TRACT OPEN SPACE (HOA OWNED & MAINTAINED)
- RETENTION BASIN (CITY OWNED & MAINTAINED)

NOTES
 (1) ACCESS SHALL BE RELINQUISHED ALONG THE FOLLOWING PARCELS:
 A) BP1 & BP2 ALONG CORRAL HOLLOW ROAD
 B) INDIVIDUAL RESIDENTIAL LOTS THAT BACK TO THE SPINE ROAD
 C) INDIVIDUAL RESIDENTIAL LOTS ALONG SIDE YARD/PUBLIC ROADWAY

VESTING TENTATIVE MAP - TRACT 3788
TRACY HILLS OWNERSHIP EXHIBIT
 CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
 FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 2541 WARREN DRIVE, SUITE 100 ROCKLIN, CA 95677
 PHONE: (916) 630-8900 FAX: (916) 630-8909

ATTACHMENT "C"

JOINT COMMUNITY FACILITIES AGREEMENT

For

[CFD Name]

THIS JOINT COMMUNITY FACILITIES AGREEMENT (this "**Agreement**"), dated as of _____, 2016, is by and between the [City] (the "**City**") and _____ (the "**Other Local Agency**")

BACKGROUND

A. The City is conducting proceedings for the establishment of a community facilities district, which the parties expect to be named "[CFD Name]" (the "**CFD**"), under the Mello-Roos Community Facilities Act of 1982, as amended, Part 1 (commencing with Section 53311) of Division 2 of Title 5 of the California Government Code (the "**Act**");

B. The CFD is proposed to be established for the purpose of financing certain public capital facilities (the "**Facilities**"), as more completely described in Exhibit A to Resolution No. ___ of the City, which was adopted by the City Council on _____, 20__ (the "**Resolution of Intention**").

C. A portion of the Facilities will be owned and operated by the Other Local Agency (the "**Other Local Agency Facilities**"). The Other Local Agency Facilities are described on Exhibit A to this Agreement, which exhibit is incorporated herein.

D. It is anticipated that the City will issue, for and on behalf of the CFD, one or more series of bonds or incur other form(s) of indebtedness (collectively, the "**Bonds**") secured by special taxes to be levied on non-exempt property located within the boundaries of the CFD. Pursuant to Section 53316.2 of the Act, the City may finance through the CFD the Other Local Agency Facilities only pursuant to a joint community facilities agreement between the City and the Other Local Agency.

E. The City and the Other Local Agency have determined that it would be of benefit to the residents of each of their respective jurisdictions to enter into this Agreement to provide for the financing of the Other Local Agency Facilities by the City through the CFD.

AGREEMENTS

In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Other Local Agency agree as follows:

1. Agreement. This Agreement constitutes a “joint community facilities agreement”, within the meaning of Section 53316.2 of the Act pursuant to which the CFD will be authorized to finance the acquisition and construction of the Other Local Agency Facilities.

2. Bond Proceeds. If the CFD is formed, the City of the City, acting as the legislative body of the CFD, may, in its sole discretion, authorize the issuance of Bonds. The Other Local Agency has no right to compel the formation of the CFD or the issuance of the Bonds.

If and to the extent the Bonds are issued, the City will determine the amount of the Bonds proceeds allocable to contribute toward the cost of the Other Local Agency Facilities (the “Allocated Bonds Proceeds”), and shall cause the deposit of such Allocated Bonds Proceeds into a separate account established by the bond indenture or other similar agreement related to the Bonds (the “Allocated Bonds Proceeds Account”). The City shall be responsible for investment and disbursement of the moneys in the Allocated Bonds Proceeds Account. The City makes no representation that the Allocated Bonds Proceeds will be sufficient to finance the construction of the Other Local Agency Facilities and the City shall have no liability to the Other Local Agency if such Allocated Bonds Proceeds are insufficient for such purpose.

Upon receipt of a disbursement request from the Other Local Agency, pursuant to which the Other Local Agency represents that it has incurred an obligation to expend the requested amount on capital costs of the Other Local Agency Facilities, the City will direct that monies in the Allocated Bonds Proceeds Account be disbursed to or on behalf of and at the direction of the Other Local Agency.

3. Construction of Other Local Agency Facilities. The Other Local Agency covenants to provide for the construction of the Other Local Agency Facilities pursuant to plans and specifications approved by the Other Local Agency. The Other Local Agency covenants that it will construct the Other Local Agency Facilities in compliance with applicable provisions of California and federal law, including but not limited to the Act. The City shall have no responsibility for construction of the Other Local Agency Facilities.

4. Federal Tax Matters. The Other Local Agency hereby makes the following covenants regarding its proposed use of the Allocated Bonds Proceeds and the Other Local Agency Facilities:

a. Expenditure of Allocated Bonds Proceeds. To assist the City in complying with federal tax law matters in connection with the issuance of any Bonds, the Other Local Agency agrees that, at or before the issuance of a Series of Bonds that will finance Other Local Agency Facilities, the Other Local Agency will execute and deliver such certifications and covenants as may be reasonably required for the City’s bond counsel to conclude that interest on such Bonds will be excluded from gross income for federal income tax purposes.

b. Private Business Tests; Private Loan Financing Test. The Other Local Agency shall assure that the Allocated Bonds Proceeds are not used so as to cause the Bonds to satisfy the private business tests of section 141(b) of the Internal Revenue Code of 1986, as amended (the “Code”), or the private loan financing test of section 141(c) of the Code.

c. Ongoing Reporting. To enable the City to comply with the City's arbitrage calculation, reporting and payment obligations with respect to the Bonds, the Other Local Agency agrees to allow the City to inspect the records relating to the investment and expenditure of the Allocated Bonds Proceeds at any reasonable time upon reasonable notice.

5. Ongoing Operation and Maintenance. The City and the Other Local Agency agree that the Other Local Agency shall be solely responsible for the maintenance and operation of the Other Local Agency Facilities.

6. Indemnification.

a. Indemnification by the City. The City shall assume the defense of, indemnify and save harmless, the Other Local Agency, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the City with respect to this Agreement; provided, however, that the City shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents or employees.

b. Indemnification by the Other Local Agency. The Other Local Agency shall assume the defense of, indemnify and save harmless, the City, its officers, employees and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of the Other Local Agency with respect to this Agreement, and the design, engineering, construction, operation and maintenance of the Other Local Agency Facilities; provided, however, that the Other Local Agency shall not be required to indemnify any person or entity as to damages resulting from negligence or willful misconduct of such person or entity or their officers, agents or employees.

7. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement may not be assigned by either of the parties thereto.

9. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

10. Amendments. Amendments to this Agreement shall be made only by written instrument executed by each of the parties hereto.

11. Notices. Under this Agreement, notices shall be sent by first class mail or messenger as follows:

To the City:

[TBD]

To the Other Local Agency:

[TBD]

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first-above written.

[CITY]

By: _____

Its: _____

OTHER LOCAL AGENCY

By: _____

Its: _____

RESOLUTION NO. _____

APPROVAL OF ACTIONS NECESSARY TO INITIATE PROCEEDINGS TO FORM
COMMUNITY FACILITIES DISTRICT NO. 2016-1 (TRACY HILLS), IMPROVEMENT
AREA NO. 1 AND A FUTURE ANNEXATION AREA; AUTHORIZE RELATED
INDEBTEDNESS, AND AUTHORIZE THE CITY MANAGER TO ENTER INTO JOINT
FACILITIES AGREEMENTS WITH ANY ENTITY THAT WILL OWN OR OPERATE
ANY OF THE FACILITIES WITHIN CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)

RESOLVED, by the City Council (the "Council") of the City of Tracy (the "City"), State of California that:

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, this Council is authorized to establish a community facilities district and to act as the legislative body for a community facilities district;

WHEREAS, this Council, having received a petition from the owners of not less than 10% of the area of land proposed to be included in the proposed community facilities district, now desires to proceed with the establishment of a community facilities district in order to finance costs of public infrastructure and certain public services necessary or incident to development within the proposed boundaries of the proposed community facilities district; and

WHEREAS, pursuant to Section 53339.2 of the Act, this Council further desires to undertake proceedings to provide for future annexation of territory to the proposed community facilities district.

NOW THEREFORE BE IT RESOLVED as follows:

1. Authority. This Council proposes to conduct proceedings to establish a community facilities district pursuant to the Act, and hereby determines that public convenience and necessity require that a future annexation area be established pursuant to the Act.
2. Name of CFD; Future Annexation Area. The name proposed for the community facilities district is City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) (the "CFD").

Pursuant to Section 53350 of the Act, the territory to be initially included in the CFD (as shown on the map described in Section 3 hereof) is hereby designated to include the following Improvement Area (the "Improvement Area"): "Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" ("Improvement Area No. 1").

The name proposed for the territory proposed to be annexed into the CFD in the future is "City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) (Future Annexation Area)" (the "Future Annexation Area").

3. Boundaries Described. The proposed boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area are as shown on the map of them on file with the City Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area in the office of the Recorder of San Joaquin within 15 days of the date of adoption of this Resolution.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

4. Facilities and Services. The type of public facilities proposed to be financed by the CFD, Improvement Area No. 1 and the Future Annexation Area and pursuant to the Act shall consist of those listed as facilities on Exhibit A hereto and hereby incorporated herein (the "Facilities"). The Council hereby determines that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring within the CFD, Improvement Area No. 1 and the Future Annexation Area. The Council hereby finds and determines that the public interest will not be served by allowing the property owners in the CFD to enter into a contract in accordance with Section 53329.5(a) of the Act. Notwithstanding the foregoing, the Council, on behalf of CFD, may enter into one or more contracts directly with any of the property owners with respect to the construction and/or acquisition of the any portion of the Facilities.

The type of services proposed to be financed by the CFD, Improvement Area No. 1 and the Future Annexation Area and pursuant to the Act shall consist of those listed in Exhibit A hereto and hereby incorporated herein (the "Services"). The Council hereby determines that the Services are necessary to meet increased demands for such services placed upon local agencies as the result of development occurring within the area of the CFD, Improvement Area No. 1 and the Future Annexation Area. The Services are in addition to those provided in the territory of the CFD and the Future Annexation Area as of the date hereof and will not supplant services already available within the territory of the CFD, Improvement Area No. 1 and the Future Annexation Area as of the date hereof. The City intends to provide the Services on an equal basis in the original territory of the CFD and Improvement Area No. 1 and, when it has been annexed to the CFD, the Future Annexation Area.

5. Special Tax. Except to the extent that funds are otherwise available, the City will levy a special tax (the "Special Tax") to pay directly for the Facilities, to pay the principal and interest on bonds and other debt (as defined in the Act) of the City issued for Improvement Area No. 1 to finance the Facilities and to pay for the Services. The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the CFD and Improvement Area No. 1, will be levied annually within the CFD and Improvement Area No. 1, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within Improvement Area No. 1 in sufficient detail to allow each landowner within Improvement Area No. 1 to estimate the maximum amount such owner will have to pay, are described in Exhibit B attached hereto and hereby incorporated herein (the "Rate and Method").

The Special Tax to finance Facilities to be levied in Improvement Area No. 1 (the "Improvement Area No. 1 Special Tax") shall not be levied in Improvement Area No. 1 after the fiscal year specified in the Rate and Method, except that an Improvement Area No. 1 Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Improvement Area No. 1 Special Tax levied against any parcel in Improvement Area No. 1 used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within Improvement Area No. 1 by more than 10 percent.

A special tax to finance Facilities shall not be levied in one or more future improvement areas formed to include territory that annexes into the CFD from the Future Annexation Area (each, a "Future Improvement Area") after the fiscal year identified in the rate and method for the Future Improvement Area, except that a special tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the special tax levied against any parcel in the Future Improvement Area for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Future Improvement Area by more than 10 percent.

For Future Improvement Areas, a different rate and method may be adopted if the annexed territory is designated as a separate improvement area. No supplements to the Rate and Method for any of the Future Improvement Areas and no new rate and method will cause the maximum tax rate in the then-existing territory of the CFD (including Improvement Area No. 1) to increase. The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD. The annexation and related matters described in the Unanimous Approval shall be implemented and completed without the need for Council approval as long as the following conditions are met:

(i) The rate and method of apportionment of special tax for the new improvement area is prepared by a special tax consultant retained by the City and paid for by the developer of the improvement area or the applicable property owners submitting the Unanimous Approval.

(ii) The rate and method of apportionment of special tax for the new improvement area complies with the City's Goals and Policies as defined in the Development Agreement.

(iii) The rate and method of apportionment of special tax for the new improvement area does not establish a maximum special tax amount for the initial fiscal year in which the special tax may be levied for any category of special tax that is greater than 120% of the maximum amount of the same category of special tax for the same fiscal year calculated pursuant to the rate and method of apportionment of special tax for Improvement Area No. 1.

(iv) The rate and method of apportionment of special tax for the new improvement area does not introduce a special tax that was not included in the rate and method of apportionment of special tax for Improvement Area No. 1 (e.g., a special tax

that is levied and must be paid in a single fiscal year or over a shorter time period than 30 years).

(v) The rate and method of apportionment of special tax for the new improvement area gives the City the discretion to convert Facilities Special Taxes to Services Special Taxes subject to a similar "Trigger Event" as the rate and method of apportionment of special tax for Improvement Area No. 1 (modified, as applicable, to represent the timing of the new rate and method of apportionment of special tax for the new improvement area).

(vi) The rate and method of apportionment of special tax for the new improvement area is not inconsistent with the terms of the Development Agreement, as amended, whether or not it is still operative.

(vii) The rate and method of apportionment of special tax for the new improvement area includes a mechanism that protects against revenue loss as a result of land use changes.

This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to *ad valorem* property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD and Improvement Area No. 1.

As required by Section 53339.3(d) of the Act, the Council hereby determines that the Special Tax proposed to pay for the Facilities to be supplied within the Future Annexation Area will be equal to the Special Taxes levied to pay for the same Facilities in previously-existing areas of the CFD and Improvement Area No. 1, except that (i) a higher Special Tax may be levied within the Future Annexation Area to pay for the same Facilities to compensate for the interest and principal previously paid from Special Taxes in the original area of the CFD and Improvement Area No. 1, less any depreciation allocable to the financed Facilities and (ii) a higher Special Tax may be levied in the Future Annexation Area to pay for new or additional Facilities, with or without bond financing. As required by Section 53339.3(d) of the Act, the Council hereby further determines that the Special Tax proposed to pay for Services to be supplied within the Future Annexation Area shall be equal to any Special Tax levied to pay for the same Services in the existing CFD and Improvement Area No. 1, except that a higher or lower tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the Services in the Future Annexation Area is higher or lower than the cost of providing those Services in the existing CFD and Improvement Area No. 1. In so finding, the Council does not intend to limit its ability to levy a Special Tax within the Future Annexation Area to provide new or additional services beyond those supplied within the existing CFD and Improvement Area No. 1.

6. Exempt Property. Except as may otherwise be provided by law or by the Rate and Method, all lands owned by any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Facilities, the Services, the CFD or Improvement Area No. 1. In the event that a portion of the property within Improvement Area No. 1 shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, this Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within Improvement Area No. 1 which is not exempt in order to yield the required debt service payments and other annual expenses of Improvement Area No. 1, if any, subject to the provisions of the Rate and Method.

Except as may otherwise be provided by law or by the rate and method of apportionment for a Future Improvement Area, all lands owned by any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the special tax to be made to cover the costs and expenses of the Facilities, the Services and the Future Improvement Area. In the event that a portion of the property within the Future Improvement Area shall become for any reason exempt, wholly or in part, from the levy of the special tax, this City Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the Future Improvement Area which is not exempt in order to yield the required debt service payments and other annual expenses of the Future Improvement Area, if any, subject to the provisions of the rate and method of apportionment of the special tax.

7. Election. The levy of the Improvement Area No. 1 Special Tax shall be subject to the approval of the qualified electors of Improvement Area No. 1 at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed Improvement Area No. 1, with each owner having one vote for each acre or portion of an acre such owner owns in Improvement Area No. 1 not exempt from the Improvement Area No. 1 Special Tax.

A special tax shall be levied in the Future Annexation Area only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings. The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD.

8. Special Tax Bonds and Other Debt. It is the intention of this City Council, acting as the legislative body of the CFD, to cause bonds of the City and other debt (as defined in the Act) to be issued for Improvement Area No. 1 pursuant to the Act to finance in whole or in part the construction and/or acquisition of the Facilities. The bonds and other debt shall be in the aggregate principal amount of not to exceed \$70,000,000 (the "Improvement Area No. 1 Indebtedness Limit"), shall be issued in such series and bear interest payable semi-annually or in such other manner as this City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of each series of bonds and other debt, and shall mature not to exceed 40 years from the date of the issuance thereof.

It is the intention of this City Council, acting as the legislative body of the CFD, to cause bonds of the City and other debt (as defined in the Act) to be issued for that portion of the CFD that is not included in Improvement Area No. 1 to finance in whole or in part the construction and/or acquisition of the Facilities. The bonds and other debt shall be in the aggregate principal amount of not to exceed \$215,000,000 (the "Non-Improvement Area No. 1 Indebtedness Limit"), shall be issued in such series and bear interest payable semi-annually or in such other manner as this City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of each series of bonds and other debt, and shall mature not to exceed 40 years from the date of the issuance thereof.

In the event all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, the designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD. In that event, the amount of the maximum indebtedness for the Future Improvement Area shall be subtracted from the Non-Improvement Area No. 1 Indebtedness Limit.

It is the intention of this City Council, acting as the legislative body for the CFD, to cause bonds and other debt of the City to be issued for the Future Improvement Areas pursuant to the Act to finance in whole or in part the construction and/or acquisition of the Facilities. The bonds and other debt shall be in the aggregate principal amount designated at the time of annexation, shall be issued in such series and bear interest payable semi-annually or in such other manner as this City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of each series of bonds and other debt, and shall mature not to exceed 40 years from the date of the issuance thereof.

9. CFD Report. The City Engineer, as the officer having charge and control of the Facilities and the Services in and for the CFD, or the designee of such officer, is hereby directed to study said proposed Facilities and Services and to make, or cause to be made, and file with the City Clerk a report in writing, (the "CFD Report") presenting the following:

(a) A description of the Facilities and the Services by type which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Facilities including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, including the costs of the proposed bond financing and other debt and all other related costs as provided in Section 53345.3 of the Act.

(c) An estimate of the fair and reasonable cost of the Services and incidental expenses in connection therewith, and all other related costs.

The CFD Report shall be made a part of the record of the public hearing specified below.

10. Public Hearing. Tuesday, July 19, 2016 at 7:00 p.m. or as soon as possible thereafter, in the Council Chambers, 333 Civic Center Plaza, Tracy, California, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD, Improvement Area No. 1 and the Future Annexation Area and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD, Improvement Area No. 1, the Future Annexation Area and the levy of the Special Tax, including the Improvement Area No. 1 Special Tax.

11. Notice of Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD and the Future Annexation Area. The publication shall be completed at least seven days before the date of the public hearing specified above. Such mailing shall be completed not less than 15 days before the date of the public hearing. Each of the notices shall be substantially in the form

specified in Section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

12. Cost Recovery Agreement. Section 53314.9 of the Act provides that, either before or after formation of the CFD, the City may accept advances of funds and may provide, by resolution, for the use of those funds, including but not limited to pay any cost incurred by the local agency in creating the CFD, and may agree to reimburse the advances under all of the following conditions: (A) the proposal to repay the advances is included both in the resolution of intention and the resolution of formation to establish the CFD; and (B) any proposed special tax is approved by the qualified electors of the CFD and, if the qualified electors of the CFD do not approve the proposed special tax, the City shall return any funds which have not been committed for any authorized purpose by the time of the election.

This Council has previously approved a Cost Recovery Agreement (the "Cost Recovery Agreement") between the City and The Tracy Hills Project Owner, LLC (the "Master Developer"), pursuant to which the Master Developer agreed to pay certain of the City's costs related to the CFD. The City Council hereby proposes to repay the Master Developer solely from the proceeds of special taxes, bonds and other debt issued by the City for the CFD for funds advanced by the Master Developer and used to pay City costs in forming the CFD, Improvement Area No. 1 and the Future Annexation Area).

13. Acquisition Agreement. Section 53314.9 of the Act provides that, either before or after formation of the CFD, the City may accept work in-kind from any source, including, but not limited to, private persons or private entities, may provide, by resolution, for the use of that work in-kind for any authorized purpose and the City Council may enter into an agreement (an "Acquisition Agreement"), by resolution, with the person or entity advancing the work in-kind, to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, as determined by the City Council, with or without interest, under the conditions specified in the Act. Any work in-kind must be performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of, the City. The City and the Master Developer, on the one hand, and the City and Tracy Phase I, LLC, on the other hand, intend to enter into separate Acquisition Agreements.

14. Joint Community Facilities Agreement. Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the district, or services to be provided by a public agency other than the agency that created the district, or any combination, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to this section.

The City Manager is hereby authorized and directed to enter into joint community facilities agreements with any entity that will own or operate any of the Facilities, as may be necessary to comply with the provisions of Section 53316.2(a) and (b) of the Act. The Council hereby declares that such joint agreements will be beneficial to owners of property in the area of the CFD.

15. Tender. The City Council reserves to itself the right and authority set forth in Section 53344.1 of the Act, subject to any limitations set forth in any bond resolution or trust indenture related to the issuance of bonds.

16. Approval of Underwriter. The firm of Piper Jaffray & Co. is hereby designated as underwriter to the City for any bonds to be issued for the CFD. Any and all compensation of such firm shall be contingent upon the issuance of bonds of the City for Improvement Area No. 1, and shall be payable from the proceeds of such bonds or by means of a discount upon the purchase of the bonds.

17. Approval of Trustee or Fiscal Agent; Appraiser; Absorption Consultant. The Bank of New York Mellon Trust Company, N.A. is hereby appointed as trustee or fiscal agent for the CFD and, if required by the underwriter, an Authorized Representative is hereby authorized and directed to select an appraiser and/or an absorption consultant, in each case, on such terms as are acceptable to an Authorized Representative; provided that all compensation to any firms so selected shall be payable solely from money advanced pursuant to the Cost Recovery Agreement or the proceeds of bonds issued by the City for the CFD. An Authorized Representative is hereby authorized and directed to execute an agreement with said firms in the form acceptable to the City Attorney.

17. Further Action. The Authorized Representatives, the City Clerk and all other officers and agents of the City are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

18. No Obligation. This Resolution shall in no way obligate the City Council of the City to form the CFD. The formation of the CFD shall be subject to the approval of this Council by resolution following the holding of the public hearing referred to above.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council the 7th day of June, 2016, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

CITY OF TRACY Community Facilities District No. 2016-1 (Tracy Hills)

DESCRIPTION OF FACILITIES AND SERVICES TO BE FINANCED BY THE CFD AND EACH IMPROVEMENT AREA THEREIN

FACILITIES

The CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) shall be authorized to finance all or a portion of the costs of the acquisition, construction and improvement of facilities permitted under the Mello-Roos Act and that are required as conditions of development of the property within the CFD and the Future Annexation Area, including, but not limited to, the following:

- Roadway Improvements (and all curb and gutter, sidewalks, lighting, signalization, landscaping, monumentation, and dry and wet utilities) - including, but not limited to:
 - Spine Road north of I-580.
 - Spine Road south of I-580.
 - Emergency Vehicle Access roads.
 - Corral Hollow Road.
 - Lammers Road.
 - Linne Road.
 - Tracy Boulevard.
 - In-tract streets and roads.
 - All streets within the City of Tract impacted by the development of the Project Property.
 - I-580/Corral Hollow Road Interchange
 - I-580/Lammers Road Interchange
- Wastewater Treatment Facilities - including, but not limited to, a wastewater treatment facility and/or expansion, pump stations, force main and gravity lines.
- Water Facilities - including, but not be limited to, a water treatment facility, pump stations, new water transmission lines, additional storage reservoirs or tanks with booster pumps, production wells, backup generators at existing wells, and pressure reducing valves.
- Reclaimed Water Facilities - including, but not limited to, reclaimed water treatment facilities, pump stations, new reclaimed water transmission lines, and additional storage reservoirs or tanks with booster bumps.
- Drainage Improvements - including, but not limited to, pipes, culverts, retention basins, drop inlets, and filtration areas.

- Landscaping - including, but not limited to, entryways, streets, buffers, and slopes.
- Open Space Improvements
- Parks and Park Equipment - including, but not limited to, construction of parks, park equipment and structures.
- Public Safety Improvements - including, but not limited to:
 - Constructing and equipping two firehouses.
 - Police facilities and equipment.
- Soundwalls - including, but not limited to, the soundwall along I-580.
- Improvements Financed by City Master Plan and Public Benefit Payments - including, but not limited to:
 - Public Benefit payments.
 - Transportation Master Plan Fee.
 - Wastewater Mater Plan Fee.
 - Wastewater Conveyance Master Plan Fee.
 - Water Treatment Master Plan Fee.
 - Water Conveyance Mater Plan Fee.
 - Water Treatment Master Plan Fee.
 - Recycled Water Master Plan Fee.
 - Public Safety Master Plan Fee.
 - Public Facilities Master Plan Fee.
 - Parks Master Plan Fee.

Any facility authorized to be financed by the CFD and its Improvement Areas may be financed through the construction and acquisition of the facility or through the payment of fees for such facility.

The facilities constructed or acquired may be location within or outside the CFD.

The facilities to be financed shall include all hard and soft costs associated with the facilities, including the costs of the acquisition of land and rights-of-way, the costs of design, engineering and planning, the costs of any environmental or traffic studies, surveys or other reports, costs related to landscaping and irrigation, soils testing, permits, plan check, and inspection fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing as further defined in one or more acquisition agreements with the developer of the Property in the CFD.

SERVICES

Special taxes collected in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) may finance, in whole or in part, the following services (“services” shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982):

- Maintenance and operation of the Facilities

OTHER

The CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) may also finance any of the following:

1. Bond related expenses, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, bond and disclosure counsel fees and expenses, bond remarketing costs, and all other incidental expenses.
2. Administrative fees of the City and the bond trustee or fiscal agent related to the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) and the Bonds.
3. Reimbursement of costs related to the formation of the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) advanced by the City, the landowner(s) in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area), or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area)

EXHIBIT A

CITY OF TRACY Community Facilities District No. 2016-1 (Tracy Hills)

DESCRIPTION OF FACILITIES AND SERVICES TO BE FINANCED BY THE CFD AND EACH IMPROVEMENT AREA THEREIN

FACILITIES

The CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) shall be authorized to finance all or a portion of the costs of the acquisition, construction and improvement of facilities permitted under the Mello-Roos Act and that are required as conditions of development of the property within the CFD and the Future Annexation Area, including, but not limited to, the following:

- Roadway Improvements (and all curb and gutter, sidewalks, lighting, signalization, landscaping, monumentation, and dry and wet utilities) - including, but not limited to:
 - Spine Road north of I-580.
 - Spine Road south of I-580.
 - Emergency Vehicle Access roads.
 - Corral Hollow Road.
 - Lammers Road.
 - Linne Road.
 - Tracy Boulevard.
 - In-tract streets and roads.
 - All streets within the City of Tract impacted by the development of the Project Property.
 - I-580/Corral Hollow Road Interchange
 - I-580/Lammers Road Interchange
- Wastewater Treatment Facilities - including, but not limited to, a wastewater treatment facility and/or expansion, pump stations, force main and gravity lines.
- Water Facilities - including, but not be limited to, a water treatment facility, pump stations, new water transmission lines, additional storage reservoirs or tanks with booster pumps, production wells, backup generators at existing wells, and pressure reducing valves.
- Reclaimed Water Facilities - including, but not limited to, reclaimed water treatment facilities, pump stations, new reclaimed water transmission lines, and additional storage reservoirs or tanks with booster bumps.
- Drainage Improvements - including, but not limited to, pipes, culverts, retention basins, drop inlets, and filtration areas.

- Landscaping - including, but not limited to, entryways, streets, buffers, and slopes.
- Open Space Improvements
- Parks and Park Equipment - including, but not limited to, construction of parks, park equipment and structures.
- Public Safety Improvements - including, but not limited to:
 - Constructing and equipping two firehouses.
 - Police facilities and equipment.
- Soundwalls - including, but not limited to, the soundwall along I-580.
- Improvements Financed by City Master Plan and Public Benefit Payments - including, but not limited to:
 - Public Benefit payments.
 - Transportation Master Plan Fee.
 - Wastewater Mater Plan Fee.
 - Wastewater Conveyance Master Plan Fee.
 - Water Treatment Master Plan Fee.
 - Water Conveyance Mater Plan Fee.
 - Water Treatment Master Plan Fee.
 - Recycled Water Master Plan Fee.
 - Public Safety Master Plan Fee.
 - Public Facilities Master Plan Fee.
 - Parks Master Plan Fee.

Any facility authorized to be financed by the CFD and its Improvement Areas may be financed through the construction and acquisition of the facility or through the payment of fees for such facility.

The facilities constructed or acquired may be location within or outside the CFD.

The facilities to be financed shall include all hard and soft costs associated with the facilities, including the costs of the acquisition of land and rights-of-way, the costs of design, engineering and planning, the costs of any environmental or traffic studies, surveys or other reports, costs related to landscaping and irrigation, soils testing, permits, plan check, and inspection fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing as further defined in one or more acquisition agreements with the developer of the Property in the CFD.

SERVICES

Special taxes collected in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) may finance, in whole or in part, the following services (“services” shall have the meaning given that term in the Mello-Roos Community Facilities Act of 1982):

- Maintenance and operation of the Facilities

OTHER

The CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) may also finance any of the following:

1. Bond related expenses, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, bond and disclosure counsel fees and expenses, bond remarketing costs, and all other incidental expenses.
2. Administrative fees of the City and the bond trustee or fiscal agent related to the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) and the Bonds.
3. Reimbursement of costs related to the formation of the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) advanced by the City, the landowner(s) in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area), or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area)

EXHIBIT B

IMPROVEMENT AREA NO. 1 OF THE CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (TRACY HILLS)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

Special Taxes applicable to each Assessor's Parcel in Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) shall be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in Improvement Area No. 1, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Unit” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“Acre” or **“Acreage”** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this RMA, costs of the dissemination agent, whether for the City or another party that has undertaken to provide continuing disclosure, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements with respect to the Bonds and the Special Taxes, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

“Administrator” means the person or firm designated by the City to administer the Special Taxes according to this RMA.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by the CFD.

“Authorized Services” means the public services authorized to be funded, in whole or in part, by the CFD.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, issued or assumed by Improvement Area No. 1 to fund Authorized Facilities.

“Building Permit” means a single permit or set of permits required to construct a residential or non-residential structure. If a permit is issued for a foundation, parking, landscaping or other related facility or amenity, but a building permit has not yet been issued for the structure served by these facilities or amenities, such permit shall not be considered a “Building Permit” for purposes of application of the Special Taxes herein.

“Business Park Property” all Parcels of Developed Property within the specific geographic area in Improvement Area No. 1 that (i) was expected at the time of CFD Formation to be developed for business park uses, (ii) is identified as BP1 and BP2 on the Tentative Map and Attachment 2 of this RMA, (iii) is assigned Expected Maximum Facilities Special Tax Revenues in Attachment 1 based on the expectation of business park uses on the property. Notwithstanding the foregoing, if in any Fiscal Year, property that had been designated as Business Park Property is proposed for a use other than industrial or business park, the Administrator shall: (i) determine whether the property is expected to be Single Family Residential Property or Other Property, (ii) update Attachment 2 to reflect the new Expected Land Uses and Expected Maximum Facilities Special Tax Revenues for the property, and (iii) in the next Fiscal Year and all following Fiscal Years, levy Special Taxes on the property based on the new land use.

“Capitalized Interest” means funds in any capitalized interest account available to pay interest on Bonds.

“CFD” means the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills).

“CFD Formation” means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

“City” means the City of Tracy.

“City Council” means the City Council of the City of Tracy.

“City Services CFD” means a community facilities district formed under the Act (separate from the CFD) over the property that is also included in the CFD that authorizes the levy of a special tax, all or a component of which is an amount up to \$325 per Residential Unit in Fiscal Year 2016-17 dollars that will be levied to mitigate fiscal deficits by funding police protection, fire protection, and/or public works maintenance services.

“County” means the County of San Joaquin.

“Development Class” means, individually, Developed Property and Undeveloped Property.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was issued prior to June 30 of the preceding Fiscal Year.

“Expected Land Uses” means the number of Residential Units and acres of Business Park Property expected within Improvement Area No. 1 as of CFD Formation, as identified in Attachment 1 and as amended from time to time as set forth in this RMA.

“Expected Maximum Facilities Special Tax Revenues” means the amount of annual revenue that would be available in Improvement Area No. 1 if the Maximum Facilities Special Tax was levied on the Expected Land Uses. The Expected Maximum Facilities Special Tax Revenues are shown in Attachment 1 of this RMA and may be reduced due to prepayments in future Fiscal Years and/or pursuant to Section D below.

“Facilities Special Tax” means a special tax levied in any Fiscal Year to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such Fiscal Year, (ii) to create or replenish reserve funds to the extent such replenishment has not been included in a computation of Special Tax Requirement in a previous Fiscal Year, (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year, (iv) to pay Administrative Expenses, and (v) to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds to the extent that paying directly for such costs does not increase the Special Taxes levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by (i) interest earnings on or surplus balances in funds and accounts for Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Indenture, (ii) proceeds from the collection of penalties associated with delinquent Facilities Special Taxes, and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

“Final Bond Sale” means, at any point in time, the last series of Bonds issued for Improvement Area No. 1, which issuance uses up virtually all of the remaining capacity available from the Maximum Facilities Special Tax revenues that can be generated within Improvement Area No. 1, as determined by the City. If additional Bonds are expected to be issued after outstanding Bonds

retire, the “Final Bond Sale” may not be the last series of Bonds ever issued for Improvement Area No. 1, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

“**Final Map**” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates lots that do not need to be further subdivided prior to issuance of a Building Permit for a residential structure. The term “Final Map” shall not include any Assessor’s Parcel map or subdivision map, or portion thereof, that does not create lots that are in their final configuration, including Assessor’s Parcels that are designated as remainder parcels.

“**Fiscal Year**” means the period starting July 1 and ending on the following June 30.

“**Homeowners Association**” or “**HOA**” means the homeowners association that provides services to, and collects dues, fees, or charges from, property within Improvement Area No. 1.

“**HOA Property**” means any property within the boundaries of Improvement Area No. 1 that is owned in fee or by easement by the Homeowners Association, not including any such property that is located directly under a residential structure.

“**Improvement Area No. 1**” means Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills).

“**Improvement Fund**” means the account (regardless of its name) identified in the Indenture to hold funds which are available to acquire or construct Authorized Facilities.

“**Indenture**” means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“**Land Use Change**” means a proposed or approved change to the Expected Land Uses within Improvement Area No. 1 after CFD Formation.

“**Maximum Facilities Special Tax**” means the greatest amount of Facilities Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year as determined in accordance with Sections C and D below.

“**Maximum Services Special Tax**” means the greatest amount of Services Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year as determined in accordance with Section C.2 below.

“**Maximum Special Taxes**” means, collectively, the Maximum Facilities Special Tax and Maximum Services Special Tax.

“**Other Property**” means, in any Fiscal Year, all Parcels of Developed Property within Improvement Area No. 1 that are not Single Family Residential Property, Business Park Property, Taxable HOA Property, or Taxable Public Property.

“Proportionately” means, for Developed Property that is not Taxable HOA Property or Taxable Public Property, that the ratio of the actual Special Taxes levied in any Fiscal Year to the Maximum Special Taxes authorized to be levied in that Fiscal Year is equal for all Parcels of Developed Property that are not Taxable HOA Property or Taxable Public Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual Special Taxes levied to the Maximum Special Taxes is equal for all Parcels of Undeveloped Property. For Taxable Public Property, “Proportionately” means that the ratio of the actual Special Taxes levied to the Maximum Special Taxes is equal for all Parcels of Taxable Public Property. For Taxable HOA Property, “Proportionately” means that the ratio of the actual Special Taxes levied to the Maximum Special Taxes is equal for all Parcels of Taxable HOA Property.

“Public Property” means any property within the boundaries of Improvement Area No. 1 that is owned by the federal government, State of California or other local governments or public agencies.

“Recycled Water Facilities Cost” means the total cost, as determined by the City, of funding the design, engineering, construction, and/or acquisition of recycled water facilities that will serve development within the CFD. If, in the future, the City determines that there is a preferred alternative to the recycled water facilities that were expected at the time of CFD Formation, the cost of such facilities shall qualify as Recycled Water Facilities Costs for purposes of this RMA.

“Remainder Taxes” means, after September 1st and before December 31st of any Fiscal Year, any Facilities Special Tax revenues that were levied and collected in the prior Fiscal Year and were not needed to (i) pay debt service on the Bonds that was due in the calendar year in which the Remainder Taxes are being calculated, (ii) replenish Bond reserves, or (iii) pay Administrative Expenses that have been incurred, or are expected to be incurred, by the City prior to the receipt of additional Facilities Special Tax proceeds.

“Required Coverage” means the amount by which the Maximum Facilities Special Tax Revenues must exceed the Bond debt service and required Administrative Expenses, as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Unit” means an individual single-family unit that does not share a common wall with another residential unit, or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure. An Accessory Unit shall not be considered a Residential Unit for purposes of this RMA.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year after the Trigger Event to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which

have occurred in the prior Fiscal Year. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“Single Family Residential Property” means, in any Fiscal Year, all Parcels of Developed Property for which a Building Permit was issued for construction of one or more Residential Units.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable HOA Property” means, in any Fiscal Year, all Parcels of HOA Property that are not exempt pursuant to Section G below.

“Taxable Property” means all Parcels within the boundaries of Improvement Area No. 1 which are not exempt from the Special Tax pursuant to law or Section G below.

“Taxable Public Property” means, in any Fiscal Year after the first series of Bonds is issued, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of issuance of the first series of Bonds, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D.1 below), the Parcel was not anticipated to be Public Property based on the Expected Land Uses, as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Facilities Special Tax because it has become Public Property, the Expected Maximum Facilities Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Tentative Map” means Vesting Tentative Tract Map–Tract 3788 for Tracy Hills Phase 1A, as approved by the City Council on April 5, 2016 and as shown in Attachment 2 of this RMA.

“Trigger Event” means, in any Fiscal Year, that, on or before June 30 of the prior Fiscal Year, the Administrator made a finding that (i) all Bonds secured by the levy and collection of Facilities Special Taxes in the CFD have been fully repaid, (ii) all Administrative Expenses from prior Fiscal Years have been paid or reimbursed to the City, (iii) the Recycled Water Facilities Costs have been fully funded, and (iv) there are no other Authorized Facilities that the City intends to fund with Facilities Special Taxes. In the first Fiscal Year in which the Administrator determines that the Trigger Event occurred in the prior Fiscal Year, and in each Fiscal Year thereafter, the Facilities Special Tax shall cease to be levied, and the Maximum Services Special Tax for each Parcel shall be adjusted pursuant to Section C.2 below.

“Undeveloped Business Park Property” means, in any Fiscal Year, all Parcels that otherwise meet the definition of Business Park Property but are not yet Developed Property.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property or Undeveloped Business Park Property.

“Village” means a specific geographic area within Improvement Area No. 1 that (i) is identified by an assigned number on the Tentative Map, (ii) is expected to have single family lots that are

all of a similar size, and (iii) is assigned Expected Maximum Facilities Special Tax Revenues in Attachment 1 based on the Expected Land Uses for that Village.

B. DATA FOR ADMINISTRATION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall (i) categorize each Parcel of Taxable Property as Developed Property, Undeveloped Business Park Property, Undeveloped Property, Taxable Public Property, or Taxable HOA Property, (ii) for Single Family Residential Property, determine within which Village each Parcel of Developed Property is located and the number of Residential Units on the Parcel, and (iii) determine the Facilities Special Tax Requirement and Services Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, *on an ongoing basis*, monitor Final Maps and condominium plans to determine if there are any proposed changes to the Expected Land Uses that would reduce the Expected Maximum Facilities Special Tax Revenues for a Village. If the Expected Maximum Facilities Special Tax Revenues will be reduced pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D.1 below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in Improvement Area No. 1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Facilities Special Tax

Table 1 below identifies the Maximum Facilities Special Tax, before and after the Trigger Event, for Taxable Property in Improvement Area No. 1, subject to potential adjustments that may occur pursuant to Section D below.

**TABLE 1
IMPROVEMENT AREA NO. 1
MAXIMUM FACILITIES SPECIAL TAX**

Land Use	Maximum Facilities Special Tax Prior to Trigger Event Fiscal Year 2015-16*	Maximum Facilities Special Tax After Trigger Event
<u>Single Family Residential Property</u>		
Village 1	\$2,514 per Residential Unit	\$0 per Residential Unit
Village 2	\$2,839 per Residential Unit	\$0 per Residential Unit
Village 3	\$2,837 per Residential Unit	\$0 per Residential Unit
Village 4	\$2,638 per Residential Unit	\$0 per Residential Unit
Village 5	\$3,487 per Residential Unit	\$0 per Residential Unit
Village 6	\$3,828 per Residential Unit	\$0 per Residential Unit
Village 7	\$2,270 per Residential Unit	\$0 per Residential Unit
Village 8	\$3,658 per Residential Unit	\$0 per Residential Unit
Business Park Property/ Undeveloped Business Park Property	\$2,500 per Acre	\$0 per Acre
Other Property	\$30,000 per Acre	\$0 per Acre
Taxable Public Property and Taxable HOA Property	\$30,000 per Acre	\$0 per Acre
Undeveloped Property	\$30,000 per Acre	\$0 per Acre

*** On July 1, 2016 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

2. *Services Special Tax*

Table 2 below identifies the Maximum Services Special Tax, before and after the Trigger Event, for Taxable Property in Improvement Area No. 1.

**TABLE 2
IMPROVEMENT AREA NO. 1
MAXIMUM SERVICES SPECIAL TAX**

Type of Property	Maximum Services Special Tax Prior to Trigger Event	Maximum Services Special Tax After Trigger Event Fiscal Year 2015-16*
<u>Single Family Residential Property</u> Village 1 Village 2 Village 3 Village 4 Village 5 Village 6 Village 7 Village 8	\$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit \$0 per Residential Unit	\$503 per Residential Unit \$568 per Residential Unit \$567 per Residential Unit \$528 per Residential Unit \$697 per Residential Unit \$766 per Residential Unit \$454 per Residential Unit \$732 per Residential Unit
Business Park Property/ Undeveloped Business Park Property	\$0 per Acre	\$500 per Acre
Taxable Public Property and Taxable HOA Property	\$0 per Acre	\$1,000 per Acre
Undeveloped Property	\$0 per Acre	\$1,000 per Acre

*** On July 1, 2016 and on each July 1 thereafter, all figures shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

Once Special Taxes have been levied on a Parcel of Developed Property, the Maximum Special Taxes applicable to that Parcel shall not be reduced in future Fiscal Years regardless of changes in land use on the Parcel, except (i) in the event of a partial prepayment pursuant to Section H, and (ii) pursuant to Section D. Notwithstanding the foregoing: (i) if Bonds have yet to be issued for Improvement Area No. 1, the Parcels can be assigned to the appropriate Special Tax category based on the Land Use Change, and the Administrator shall recalculate the Expected Maximum Facilities Special Tax Revenues based on the corresponding change in revenues, and (ii) the actual Special Taxes levied on a Parcel of Developed Property in any Fiscal Year may be less than the Maximum Special Taxes if lower Special Taxes are calculated pursuant to Step 1 in Sections E.1 and E.2 below.

D. CHANGES TO MAXIMUM SPECIAL TAXES

The Expected Maximum Facilities Special Tax Revenues were calculated based on the Expected Land Uses at CFD Formation. The Administrator shall review Final Maps, Tentative Map revisions, and other changes to land uses proposed within Improvement Area No. 1 and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Facilities Special Tax Revenues.

1. Changes in Expected Land Uses

If, prior to the issuance of the first series of Bonds, a Land Use Change is proposed that will result in a reduction in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D.1. Upon approval of the Land Use Change, the Administrator shall update Attachment 1 to show the reduced Expected Maximum Facilities Special Tax Revenues.

If, prior to the Final Bond Sale, a Land Use Change is proposed that will result in a reduction in the Expected Maximum Facilities Special Tax Revenues, no action will be needed pursuant to this Section D.1 as long as the reduction does not reduce debt service coverage on outstanding Bonds below the Required Coverage. Upon approval of the Land Use Change, the Administrator shall update Attachment 1 to show the reduced Expected Maximum Facilities Special Tax Revenues, which amount shall be used to size the Final Bond Sale.

If a Land Use Change is proposed after the Final Bond Sale, the following steps shall be applied:

- Step 1:** By reference to Attachment 1 (which will be updated by the Administrator each time a Land Use Change has been processed according to this Section D.1 and or pursuant to Section D.2), the Administrator shall identify the Expected Maximum Facilities Special Tax Revenues for Improvement Area No. 1.
- Step 2:** The Administrator shall calculate the Maximum Facilities Special Tax Revenues that could be collected from property in Improvement Area No. 1 if the Land Use Change is approved.
- Step 3:** If the amount calculated in Step 2 is higher than that determined in Step 1, no further action is needed. If the revenues calculated in Step 2 are less than those calculated in Step 1, and if the landowner requesting the Land Use Change does not prepay the portion of the Expected Maximum Facilities Special Tax Revenues in an amount that corresponds to the lost revenue, then the Maximum Facilities Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the aggregate Maximum Facilities Special Tax Revenues that can be generated from the area affected by the Land Use Change is the same as it was prior to the Land Use Change.

If multiple Land Use Changes are proposed simultaneously by a single land owner (which may include approval of multiple Final Maps at one time), the Administrator may consider the combined effect of all the Land Use Changes to determine if there is a reduction in Expected Maximum Facilities Special Tax Revenues. If there is a reduction, the Administrator shall increase the Maximum Facilities Special Tax proportionately in all of the Final Maps being proposed by the landowner until the aggregate amount that can be levied within the Final Maps is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, the Administrator shall consider the proposed Land Use Changes individually.

2. *Formation of City Services CFD*

If a City Services CFD is formed and Bonds have not yet been sold for Improvement Area No. 1, the Maximum Facilities Special Taxes set forth in Table 1 for Single Family Property in Fiscal Year 2015-16 shall be reduced by \$325 per Residential Unit (or such lower amount that is adopted as the maximum special tax or component thereof that will be used to mitigate fiscal impacts on the City by paying for fire protection, police protection, and/or public works maintenance services), and the Maximum Facilities Special Taxes, as reduced by this Section D.2, shall, on July 1, 2016 and on each July 1 thereafter, be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

In addition, upon formation of the City Services CFD, the Maximum Services Special Taxes after the Trigger Event set forth in Table 2 for Fiscal Year 2015-16 shall be reduced to twenty percent (20%) of the reduced Maximum Facilities Special Taxes calculated pursuant to the sentence above. Such reduced Maximum Services Special Taxes shall, on July 1, 2016 and on each July 1 thereafter, be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year, as set forth in Section C. After the City Services CFD is formed, the Administrator shall also do the following: (i) record an Amended Notice of Special Tax Lien to reflect the reduced Maximum Facilities Special Taxes and Maximum Services Special Taxes, and (ii) update Attachment 1 to reflect the new Maximum Facilities Special Taxes and corresponding Expected Maximum Facilities Special Tax Revenues.

3. *Transfer of Expected Maximum Facilities Special Tax Revenues from One Village to Another*

The Expected Maximum Facilities Special Tax Revenues were determined for each Village based on the Expected Land Uses within that Village. If the expected number of Residential Units is transferred from one Village to another, the City may, in its sole discretion, allow for a corresponding transfer of Expected Maximum Facilities Special Tax Revenues between the Villages. Such a transfer shall only be allowed if (i) all adjustments are agreed to in writing by the affected property owners and the City, and (ii) there is no reduction in the total Expected Maximum Facilities Special Tax Revenues as a result of the transfer.

4. *Conversion of a Parcel of Public Property to Private Use*

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of Special Taxes. The Maximum Special Taxes for each such Parcel shall be determined based on the average Maximum Special Taxes for Parcels with similar land use designations, as determined by the Administrator.

E. METHOD OF LEVY OF THE SPECIAL TAXES

1. Facilities Special Tax

Each Fiscal Year, the Administrator shall determine the Facilities Special Tax Requirement and levy the Facilities Special Tax on all Parcels of Taxable Property as follows:

Step 1: In the first twenty (20) Fiscal Years in which a Facilities Special Tax is levied within Improvement Area No. 1, the Maximum Facilities Special Tax shall be levied on all Parcels of Developed Property. Any Facilities Special Tax proceeds collected that are determined by the Administrator to be Remainder Taxes shall be deposited into the Improvement Fund to pay any costs associated with the acquisition of Authorized Facilities that were not paid with Bond proceeds or Facilities Special Taxes levied in prior Fiscal Years.

Beginning in the twenty-first (21st) Fiscal Year in which a Facilities Special Tax is levied within Improvement Area No. 1 and continuing until the Trigger Event, the Facilities Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Developed Property until the amount levied is equal to the Facilities Special Tax Requirement, the calculation of which will include funding for Recycled Water Facilities Costs and/or other Authorized Facilities designated for funding, as determined in the sole discretion of the City.

After the Trigger Event, the Facilities Special Tax shall no longer be levied.

Step 2: If additional revenue is needed after Step 1 and after applying Capitalized Interest to the Special Tax Requirement, the Facilities Special Tax shall be levied Proportionately on (i) each Parcel of Undeveloped Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Undeveloped Property, and (ii) each Parcel of Undeveloped Business Park Property up to 100% of the Maximum Facilities Special Tax for each Parcel of Undeveloped Business Park Property.

Step 3: If additional revenue is needed after Step 2, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable HOA Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable HOA Property.

Step 4: If additional revenue is needed after Step 3, the Facilities Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Facilities Special Tax for each Parcel of Taxable Public Property.

2. *Services Special Tax*

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Services Special Tax Requirement and levy the Services Special Tax on all Parcels of Taxable Property as follows:

- Step 1:** The Services Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Services Special Tax for each Parcel of Developed Property until the amount levied is equal to the Services Special Tax Requirement.
- Step 2:** If additional revenue is needed after Step 1, the Services Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property, up to 100% of the Maximum Services Special Tax for each Parcel of Undeveloped Property and Undeveloped Business Park Property.
- Step 3:** If additional revenue is needed after Step 2, the Services Special Tax shall be levied Proportionately on each Parcel of Taxable HOA Property, up to 100% of the Maximum Services Special Tax for each Parcel of Taxable HOA Property.
- Step 4:** If additional revenue is needed after Step 3, the Services Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Services Special Tax for each Parcel of Taxable Public Property.

F. **MANNER OF COLLECTION OF SPECIAL TAXES**

The Special Taxes for Improvement Area No. 1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that partial prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Taxes, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied and collected until principal and interest on Bonds have been repaid, costs of constructing or acquiring Authorized Facilities from Facilities Special Tax proceeds have been paid, and all Administrative Expenses have been paid or reimbursed. However, in no event shall Facilities Special Taxes be levied for more than eighty (80) Fiscal Years. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults. After the Trigger Event, the Services Special Tax may be levied and collected in perpetuity.

G. EXEMPTIONS

Any Parcel that becomes Public Property prior to the first series of Bonds being issued for Improvement Area No. 1 shall be exempt from both the Services Special Tax and the Facilities Special Tax; the Administrator shall reduce the Expected Maximum Facilities Special Tax Revenues to reflect any such exemption, and the first series of Bonds shall be sized based on the reduced Expected Maximum Facilities Special Tax Revenues. Any Parcel that becomes Public Property after the first series of Bonds are issued for Improvement Area No. 1 shall be exempt from both the Services Special Tax and the Facilities Special Tax provided such Parcel is not Taxable Public Property.

In addition, no Special Taxes shall be levied on (i) up to 61.45 Acres of HOA Property, with tax-exempt status assigned in chronological order based on the date on which Parcels were transferred to the Homeowners Association, (ii) Parcels that are designated as permanent open space or common space on which no structure is permitted to be constructed, (iii) Parcels owned by a public utility for an unmanned facility, and (iv) Parcels subject to an easement that precludes any use on the Parcel other than that permitted by the easement. Notwithstanding the foregoing, if a Facilities Special Tax has been levied on a Parcel in any Fiscal Year, and the entire Parcel subsequently meets the criteria in (ii), (iii) or (iv) above, the Parcel shall remain subject to the Facilities Special Tax levy, unless the first series of Bonds have yet to be issued for Improvement Area No. 1, in which case such property shall be categorized as Public Property, and the Administrator shall recalculate the Expected Maximum Facilities Special Tax Revenues based on the corresponding loss in revenues.

H. PARTIAL PREPAYMENT OF FACILITIES SPECIAL TAX

The following definitions apply to this Section H:

“Outstanding Bonds” means all Previously Issued Bonds which remain outstanding, with the following exception: if a Facilities Special Tax has been levied against, or already paid by, an Assessor’s Parcel making a prepayment, and a portion of the Facilities Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

“Public Facilities Requirements” means: (i) \$47,500,000 in fiscal year 2015-16 dollars, which amount shall, on July 1, 2016 and on each July 1 thereafter, be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year, or (ii) such other number as shall be determined by the City to be an appropriate estimate of the net construction proceeds that will be generated from all Bonds that have been or are expected to be issued on behalf of Improvement Area No. 1.

“Remaining Facilities Costs” means the Public Facilities Requirements (as defined above), minus public facility costs funded by Previously Issued Bonds (as defined above), Remainder Taxes, or prepayments.

A property owner may prepay up to 80% of the Facilities Special Tax obligation applicable to a Parcel in Improvement Area No. 1, thereby reducing the Maximum Facilities Special Tax applicable to the Parcel, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay a portion of the Facilities Special Tax obligation shall provide the City with written notice of intent to prepay, which shall identify the percentage of the Maximum Facilities Special Tax that is to be prepaid. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 50 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount for a Parcel shall be determined by application of the following steps:

- Step 1.** Determine the Maximum Facilities Special Tax that could be levied on the Parcel based on the Expected Land Uses for the Parcel at the time the prepayment is calculated.
- Step 2.** Divide the Maximum Facilities Special Tax computed pursuant to Step 1 by the Expected Maximum Facilities Special Tax Revenues in that Fiscal Year.
- Step 3.** Multiply the quotient computed in Step 2 by the percentage of the Maximum Facilities Special Tax that the property owner wants to prepay, which percentage shall not exceed 80%.
- Step 4.** Multiply the quotient computed pursuant to Step 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 5.** Compute the current Remaining Facilities Costs (if any).

- Step 6.** Multiply the quotient computed pursuant to Step 3 by the amount determined pursuant to Step 5 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 7.** Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 8.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the last Bond interest payment date on which interest has been or will be paid by Facilities Special Taxes already levied until the earliest redemption date for the Outstanding Bonds.
- Step 9:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 10:** Take the amount computed pursuant to Step 8 and subtract the amount computed pursuant to Step 9 (*the “Defeasance Requirement”*).
- Step 11.** Determine the costs of computing the prepayment amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption (*the “Administrative Fees and Expenses”*).
- Step 12.** If and to the extent so provided in the Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the “Reserve Fund Credit”*).
- Step 13.** The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10, and 11, less the amount computed pursuant to Step 12 (*the “Prepayment Amount”*).
- Step 14.** From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, and 10 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 6 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 11 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a partial prepayment of a Facilities Special Tax has been received, an Amendment to Special Tax Lien shall be recorded against the Parcel to reflect the reduced Facilities Special Tax lien for the Parcel, which shall be equal to the portion of the Maximum Facilities Special Tax that was not prepaid. However, an Amendment to Special Tax Lien shall not be recorded until

all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected. The prepayment of a portion of the Facilities Special Tax shall not affect the perpetual obligation to pay the Services Special Tax.

I. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and revise this RMA to correct any inconsistency, vagueness, or ambiguity, by resolution and/or ordinance, that does not create a material adverse effect on the levy and collection of the Special Taxes and any security for any Bonds.

ATTACHMENT 1

**Improvement Area No. 1 of the
City of Tracy
Community Facilities District No. 2016-1
(Tracy Hills)**

Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

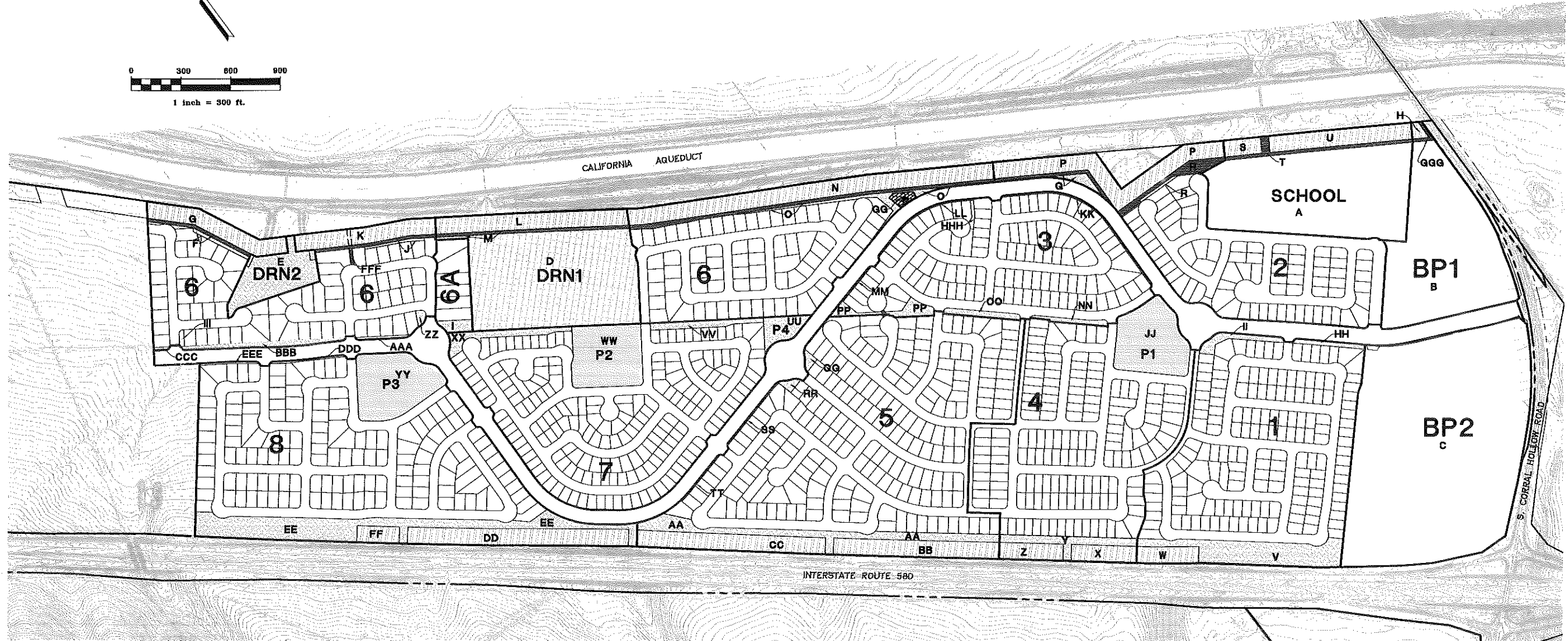
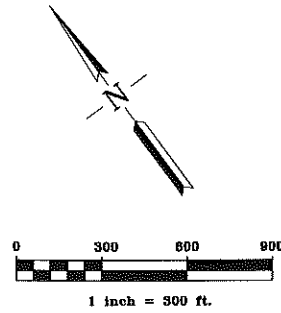
Village	Expected Land Uses	Estimated Facilities Special Tax per Unit FY 2015-16 /1	Expected Maximum Facilities Special Tax Revenues FY 2015-16 /1
Village 1	160 Residential Units	\$2,514 per Residential Unit	\$402,240
Village 2	74 Residential Units	\$2,839 per Residential Unit	\$210,086
Village 3	105 Residential Units	\$2,837 per Residential Unit	\$297,885
Village 4	150 Residential Units	\$2,638 per Residential Unit	\$395,700
Village 5	198 Residential Units	\$3,487 per Residential Unit	\$690,426
Village 6	146 Residential Units /2	\$3,828 per Residential Unit	\$558,888
Village 7	182 Residential Units	\$2,270 per Residential Unit	\$413,140
Village 8	139 Residential Units	\$3,658 per Residential Unit	\$508,462
N/A	50.8 Acres of Business Park Property	\$2,500 per Acre	\$127,000
Total	1,160 Residential Units and 50.8 Acres of Business Park Property	N/A	\$3,476,827

1. On July 1, 2016 and each July 1 thereafter, the Estimated Facilities Special Tax per Unit and the Expected Maximum Facilities Special Tax Revenues shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.
2. Does not include 6 units in Village 6A, the timing of development of which is uncertain.

ATTACHMENT 2

**Improvement Area No. 1 of the
City of Tracy
Community Facilities District No. 2016-1
(Tracy Hills)**

Vesting Tentative Tract Map—Tract 3788



PARCEL SUMMARY		
PARCEL	OWNER	ACRES
A	SCHOOL	14.0
B	DEVELOPER	16.4
C	DEVELOPER	33.6
D	CITY	16.7
E	HOA	2.4
F	HOA	0.5
G	HOA	2.1
H	HOA/DEVELOPER	0.2
I	HOA	0.3
J	HOA	0.5
K	HOA	1.9
L	HOA	2.7
M	HOA	0.6
N	HOA	5.1
O	HOA	0.4
P	HOA	3.7
Q	HOA	0.6
R	HOA	0.8
S	HOA	0.5
T	HOA	0.6
U	HOA	2.0
V	HOA	2.8
W	HOA	0.9
X	HOA	0.9
Y	HOA	1.4
Z	HOA	0.9
AA	HOA	2.5
BB	HOA	2.3
CC	HOA	2.6
DD	HOA	3.2

EE	HOA	5.2
FF	HOA	0.6
GG	CITY	0.2
HH	HOA	0.3
II	HOA	0.5
JJ	CITY	3.8
KK	HOA	0.2
LL	HOA	0.2
MM	HOA	0.1
NN	HOA	0.3
OO	HOA	0.4
PP	HOA	0.7
QQ	HOA	0.1
RR	HOA	0.1
SS	HOA	0.1
TT	HOA	0.1
UU	HOA	0.8
VV	HOA	0.6
WW	CITY	3.6
XX	HOA	0.9
YY	CITY	3.9
ZZ	HOA	0.1
AAA	HOA	0.1
BBB	HOA	0.6
CCC	HOA	0.1
DDD	HOA	0.1
EEE	HOA	0.1
FFF	HOA	0.1
GGG	HOA/DEVELOPER	0.1
HHH	HOA	0.7
III	HOA	0.7
DRN1	CITY	13.9
DRN2	HOA	3.0

LOT SUMMARY			
NEIGHBORHOOD	ACRES	LOT COUNT	TYPICAL LOT SIZE
1	35.9	160	55'x90'
2	19.0	74	55'x100'
3	25.3	105	55'x100'
4	35.1	150	50'x100'
5	51.8	198	60'x100'
6	54.7	146	70'x100'
6A	2.7	6	70'x100'
7	36.3	182	50'x80'
8	48.0	139	65'x100'
TOTAL	317.1	1,160	-

PARK SUMMARY		
PARK	ACRES	OWNER
P1	3.8	CITY
P2	3.6	CITY
P3	3.9	CITY
P4	0.8	HOA
TOTAL	12.1	-

OTHER LAND USES	
USE	ACRES
SPINE ROAD	23.2
CORRAL HOLLOW RD. ULT. R/W	1.3
SCHOOL	14.0
BP1 (NET)	13.2
BP2 (NET)	31.9
DRN1-FOR DRAINAGE	13.9
DRN2-FOR DRAINAGE	3.0
TOTAL	100.5

LEGEND:

- PUBLIC PARK (CITY OWNED & MAINTAINED)
- PUMP STATION (CITY OWNED & MAINTAINED)
- PROPOSED 20' UTILITY AND ACCESS EASEMENT (HOA OWNED & MAINTAINED PARCELS, CITY MAINTAINED UTILITIES)
- EXISTING CONSERVATION EASEMENT (HOA OWNED & MAINTAINED)
- IN TRACT OPEN SPACE (HOA OWNED & MAINTAINED)
- RETENTION BASIN (CITY OWNED & MAINTAINED)

NOTES
 (1) ACCESS SHALL BE RELINQUISHED ALONG THE FOLLOWING PARCELS.
 A) BP1 & BP2 ALONG CORRAL HOLLOW ROAD
 B) INDIVIDUAL RESIDENTIAL LOTS THAT BACK TO THE SPINE ROAD
 C) INDIVIDUAL RESIDENTIAL LOTS ALONG SIDE YARD/PUBLIC ROADWAY

VESTING TENTATIVE MAP - TRACT 3788
TRACY HILLS OWNERSHIP EXHIBIT
 CITY OF TRACY, SAN JOAQUIN COUNTY, CALIFORNIA
 FOR: INTEGRAL COMMUNITIES

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 2541 WARREN DRIVE, SUITE 100 ROCKLIN, CA 95677
 PHONE: (916) 630-8900 FAX: (916) 630-8909

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REQUEST

PUBLIC HEARING OF THE CITY COUNCIL TO CONSIDER ADOPTION OF THE CITY OF TRACY PROPOSED FISCAL YEAR 2016/17 AND 2017/18 ANNUAL CITY BUDGETS, ADOPTION OF THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016/17, AUTHORIZE APPROPRIATIONS FOR FISCAL YEAR 2016/17, AND ADOPTION OF THE REVISED BUDGET PRINCIPLES

EXECUTIVE SUMMARY

On May 24, 2016, a budget workshop was held to discuss the Proposed FY 2016/17 and FY 2017/18 City Budgets. A public hearing has been scheduled to allow for additional community input prior to Council consideration of the proposed City Budgets for FY 2016/17 and FY 2017/18. Upon conclusion of the hearing, Council will discuss the City Budgets and Appropriations Limit resolutions and consider whether to adopt the Proposed FY 2016/17 City Budget and authorize appropriations. The City Council will also discuss and consider whether to adopt the revised Budget Principles.

The City Council is required by the State Constitution to annually adopt an Appropriations Limit pertaining to the proceeds of taxes. The Administrative Services Department has done the necessary calculations to determine the appropriations limit for FY 16/17. City Council adoption is required.

The Budget Principles are fiscal strategies needed by the City to meet economic trends. From time to time it is necessary to revise the principles to stay atop current economic climates. City Council adoption is required.

DISCUSSION

The Proposed City Budgets are \$221,107,295 for FY 2016/17 and \$220,756,540 for FY 2017/18. The City Budget is comprised of 3 parts: the Operating Budget, Capital Budget, and Debt Service Budget. The sections below reflect the proposed operating, capital and debt service budgets and reflect changes directed by the City Council at the May 24, 2016 Budget Workshop. Included is an overview of the FY 2016/17 and FY 2017/18 City Budget Resolution, which must be authorized by the Council as part of the budget adoption process.

Operating Budget: The proposed FY 2016/17 and FY 17/18 Operating Budgets were presented to City Council at a Budget Workshop on May 24, 2016. The operating budgets to be adopted are identical to that presented at the workshop as the City Council did not request any changes. The proposed City Operating Budgets are \$135,690,110 for FY 2016/17 and \$134,259,570 for FY 2017/18. Amounts include the General Fund.

The focus of the Operating Budget is the General Fund. As presented at the Budget Workshop, the proposed General Fund expenditure budget for FY 2016/17 is \$54,546,070, including \$2M for Capital Projects, \$1,238,400 for Debt Service and \$250,000 for the Community Development Fund. FY 2017/18 General Fund Expenditures are \$53,159,230, including \$1,255,600 in Debt Service and \$250,000 for the Community Development Fund.

Capital Budget: The proposed FY 2016/17 and FY 2017/18 Capital Budgets were presented to the City Council at the May 10, 2016 CIP Workshop and May 24, 2016 Budget Workshop. The proposed capital budgets are \$66,250,805 and \$66,300,000 respectively. The City is expecting \$8M from Ellis in FY 16/17, in addition to the \$2M received in 2015 for CIP 78054, Aquatic Center. Funding for the Aquatics center in the amount of \$10M was appropriated in 2015/16 and will carry over to the 2016/17 Budget. An additional, \$2.5M from Tracy Hills in Community Benefit funding will be realized in FY 2016/17 as revenue under the 301 Fund.

Debt Service Budget: The proposed FY 2016/17 and FY 2017/18 City Debt Service Budgets for all funds are \$19,166,380 and \$20,196,970 respectively.

Interfund Transfers: Interfund transfers for FY 2016/17 are \$3,488,400 and for FY 2017/2018 are \$1,505,600. These include, but are not limited to: transfers from the General Fund to pay debt service and operational support of the Community Development Funds.

Modifications: The following modifications have been made to the proposed FY 16/17 City Budget since it was presented to the City Council on May 24th.

1. Proposed CIP 71PP-088, Rehab old Fire Station #96, Phase II for \$70,000 from Fund 301 was removed from the FY 2016/17 proposed appropriations.
2. Proposed CIP 71PP-089, Fire Station 97 Repair and Renovation is funded for \$90,000 from Fund 301.
3. Proposed CIP 73PP-114, Install Sidewalks on Lowell Ave. south side had \$38,400 in Gas Tax funding added to the project. Total project funding would be \$153,900 from Gas Tax and \$96,600 from CDBG.

Appropriations Limit: As per Article XIIIB of the State Constitution, the City of Tracy is subject to an appropriations limit pertaining to the proceeds of taxes. The Gann Initiative, also known as Proposition 4, was a constitutional amendment approved by state voters in November 1979. The amendment placed a limit on the amount of revenue which could be spent by government entities. The limit became effective for the FY80-81, but with a formula for calculating the limits based upon a FY78-79 "base year" revenues. The limit could be updated annually for population growth and inflation. The limit was not placed upon all revenues, but only upon the proceeds of taxes.

Each year, the State and local governments must adopt a resolution establishing an appropriations limit. FY 78-79 appropriations serve as the base for this limit, with adjustments being made annually to reflect increases in population, the cost of living, and financial responsibility transfers.

Only tax proceeds are subject to the limit. Charges for services, regulatory fees, grants, loans, donations, and other non-tax proceeds are not subject to the limit. Exemptions are also made for voter-approved debt, debt that existed prior to January 1, 1979, and the cost of compliance with court or Federal mandates.

All tax revenues received in excess of the appropriations limit must be refunded to taxpayers within a two-year period.

The voters may approve and increase in the appropriations limit, however it must be re-approved by voters at four-year intervals.

Proposition 4 had little impact in its early years due to a high growth for inflation, increasing the appropriation limit faster than revenue growth. However, by the late 1980's, there were numerous complaints about the restrictions of Proposition 4. As inflation relaxed in the late 1980's, the limit was creating a ceiling for revenue growth in areas which were experiencing growth.

Proposition 111, approved by the voters in June 1990, provided for certain modifications to the appropriations limit. Proposition 111 provided a new formula for calculating the annual adjustment which would allow for community growth and added a layer of transparency by requiring an annual review of the Appropriations Limit by the legislative body. So, with Proposition 111, the limit would have a higher annual adjustment. The City now has two options each for calculating growth and inflation.

For growth, the options are:

1. City's population growth, or
2. County's population growth.

For inflation, the options are:

1. The California Per Capita Income, or
2. Percent change in the local assessment roll from the preceding year due to the addition of local nonresidential construction in the City.

The decision as to which options to select must be done by a recorded vote of the City Council.

In addition to establishing a new method with options for the annual update of the appropriations limit, Proposition 111 expanded the categories of expenditures exempt from the limit. Items which can be exempted from proceeds of taxes are debt service, federal mandates, court orders, and qualified capital outlays. These exemptions reduce the proceeds of taxes to an appropriation subject to the limit. This provides for an added margin when comparing appropriations to the annual limit.

The attached worksheet illustrates the computation used to derive the City's appropriations limit for FY 16/17. This limit is \$58,368,700. This is a 6.32% increase over the FY 15/16 limit of \$54,899,941.

Staff has used the City's population growth and California Per Capital Income options in the computations and recommends these options for the Council selection. These factors were 1.0090% and 1.0537% respectively for a combined factor of 1.0632%. The population figure provided by the State of California, Department of Finance was 89,208 for the City as of January 1, 2016.

The City of Tracy is within its limit. For FY 16/17, the margin is \$17,170,472 or 70.6% of the limit. This margin can be construed as the amount by which City tax revenues have been restrained since FY 78-79 when compared to City growth and inflation.

The following represents the City's "proceeds of taxes" by fiscal year.

FISCAL YEAR	PROCEED OF TAXES	% CHANGE
FY 01-02	\$27,115,610	
FY 02-03	\$28,909,770	+6.6%
FY 03-04	\$30,951,450	+7.1%
FY 04-05	\$33,833,590	+10.6%
FY 05-06	\$35,601,660	+5.2%
FY 06-07	\$39,904,820	+12.1%
FY 07-08	\$42,434,700	+6.3%
FY 08-09	\$43,709,400	+3.0%
FY 09-10	\$38,007,030	-13.0%
FY 10-11	\$30,069,810	-20.9%
FY 11-12	\$35,931,410	+19.5%
FY 12-13	\$37,923,600	+5.5%
FY 13-14	\$41,002,610	+8.1%
FY 14-15	\$46,139,960	+12.5%
FY 15-16	\$49,198,620	+6.6%
FY 16-17	\$44,142,628	-10.3%

The "proceed of taxes" figure of \$44,142,628 can be adjusted downward to an "appropriations subject to the limit" of \$41,198,228. This adjustment can be made due to \$1,238,400 budgeted for debt service in FY 16/17 to be paid out of tax proceeds and \$1,706,000 of tax proceeds either budgeted or reserved for capital outlays.

Attachment A shows the calculations to determine the appropriations limit, proceed of taxes, and appropriations subject to the limit.

Budget Principles: The Budget Principles are fiscal strategies needed by the City to meet economic trends. From time to time it is necessary to revise the principles to stay atop current economic climates. Attachment B includes the revised Budget Principles.

STRATEGIC PLAN

The proposed budget will allow for funding of substantial efforts to meet all of the City Council's strategic plans.

FISCAL IMPACT

The annual City Budget to be adopted for FY 2016/17 will be as follows:

	<u>General Fund</u>	<u>Other Funds</u>	<u>All Funds</u>
Operating Budget	\$51,057,670	\$84,632,440	\$135,690,110
Operations Support	250,000	(250,000)	0
Capital Budget	2,000,000	64,250,805	66,250,805
Debt Service	1,238,400	17,927,980	19,166,380
TOTAL	\$54,546,070	\$166,561,225	\$221,107,295

The General Fund does not have sufficient resources to cover all proposed expenditures and will require a transfer in from the Measure E reserve to balance. All other funds have sufficient resources to cover all proposed expenditures, or will require short term loans.

RECOMMENDATION

Upon concluding the Public Hearing, staff recommends that the City Council adopt the attached City of Tracy proposed FY2016/17 and FY2017/18 Budgets, adoption of the Appropriations Limit for FY 2016/17, authorize appropriations for FY 2016/17, and adoption of the revised budget principles.

Prepared by: Allan J. Borwick, Budget Officer

Reviewed by: V. Rachelle McQuiston, Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment "A": Appropriations Limit Calculations

Attachment "B": Revised Budget Principles

CITY OF TRACY
 APPROPRIATIONS LIMIT
 Determination for FY15-16

TAX
 PROCEEDS

NON-TAX
 PROCEEDS

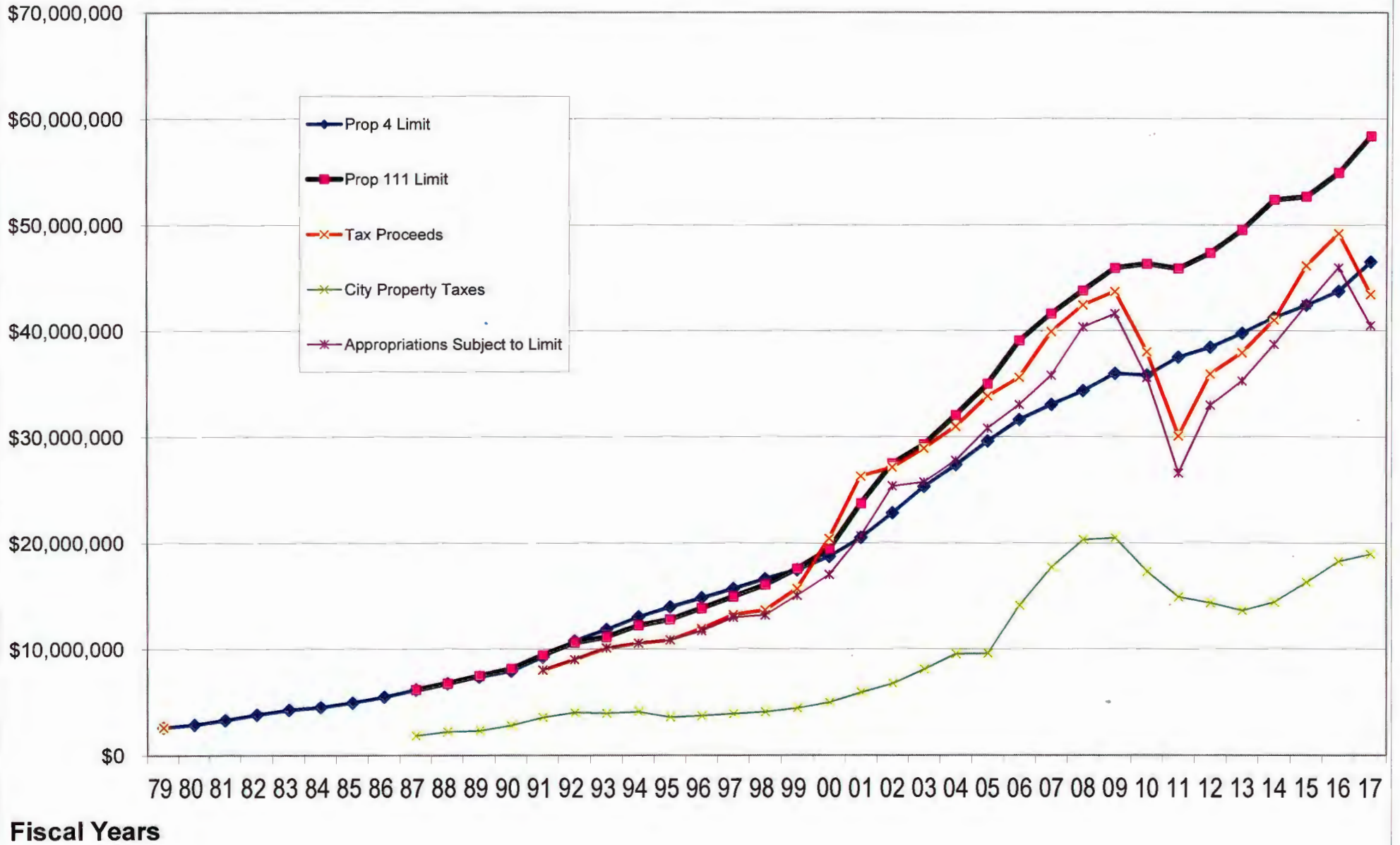
	TAX PROCEEDS	NON-TAX PROCEEDS
TAXES	\$43,137,128	\$4,500,000
Special Assessments		\$52,181,060
LIC, PERMIT & Franchises	\$0	\$5,161,400
STATE SHARED REVENUES	\$575,500	\$1,800,320
STATE GRANTS		\$18,701,370
FEDERAL GRANTS		\$6,052,100
COUNTY & OTHER GRANTS		\$5,822,590
CHARGES/FEES	\$0	\$76,015,050
FINES		\$915,500
USE OF MONEY	\$430,000	\$223,300
RENTS & CONCESSIONS		\$445,000
OTHER REVENUES		\$3,044,200
OTHER FINANCING SOURCES		\$38,412,000
FUND Balance		\$0
Sub-Totals	\$44,142,628	\$213,273,890
TOTAL Revenues	\$257,416,518	

Proceeds of Taxes	\$44,142,628
Less Exemptions	
Debt Service	\$1,238,400
Qualified Capital Outlays	\$1,706,000
Court Orders	\$0
Federal Mandates	\$0
Appropriations Subject to Limit	\$41,198,228
Appropriations Limit	\$58,368,700
Amount under Limit	\$17,170,472
% of Limit Appropriated	70.58%

Qualified Capital Outlays	
Pub Works Renovation	\$120,000
Intersection Improvement	\$500,000
Adaptive Traffic System	\$146,000
Street Patch Overlay	\$675,000
Sidewalk, Curb, Gutter Rep	\$150,000
Install Sidewalk Lowell	\$115,000
	\$1,706,000

City of Tracy - Appropriations Limits FY78-79 through FY16-17

Limits, Taxes, & Appropriations



**BUDGET PRINCIPLES TO ADDRESS THE CITY'S STRUCTURAL BUDGET DEFICIT
AS APPROVED BY RESOLUTION 2016-____
June 7, 2016**

1. **General Fund Reserves**
The City shall maintain a General Fund reserve of at least 20% of the City's General Fund Operating Budget.
2. **Balanced Budget, Use of Reserves if Necessary**
Reserves may be used to balance the General Fund Operating Budget.
3. **Economic Uncertainty Fund**
When conditions permit begin building up the Economic Uncertainty Fund.
4. **Proposed Budget Revisions**
The annual General Fund proposed budget balancing plan shall be presented and discussed in context of the updated five-year forecast. Any revisions to the proposed budget shall include an analysis of the impact on the forecasted years. If a revision creates a negative impact on the forecast, a funding plan shall be developed and approved to offset the impact.
5. **Use of One-Time Resources**
Once the General Fund budget is brought into structural balance, one-time resources (e.g., revenue spikes, budget savings, sale of property, or similar nonrecurring revenue) shall not be used for current or new ongoing operating expenses. Examples of appropriate uses of one-time resources include rebuilding the Economic Uncertainty Reserve, early retirement of debt, capital expenditures without significant operating and maintenance costs, and other nonrecurring expenditures.
6. **Reserves**
All City funds shall maintain an adequate reserve level and/or ending fund balance, as determined annually and as appropriate for each fund. For the General Fund, a contingency reserve amount which is a minimum of 20% of the operating budget shall be maintained.
7. **Prudent Use of Debt**
The City shall not issue long-term (over one year) General Fund debt to support ongoing operating costs. All General Fund debt issuance shall identify the method of repayment or have a dedicated revenue source. General obligation debt shall be limited to 8% of the operating budget.
8. **Capital Improvement Projects**
Capital Improvement Projects shall not proceed for projects with annual operating and maintenance costs exceeding \$25,000 without City Council certification that funding will be made available in the applicable year of the cost impact.
9. **Fees and Charges**
The City shall strive to assure that the program operating costs are fully covered by fee revenue and shall explore opportunities to establish new fees for services where appropriate.
10. **Grants**
City staff shall seek out, apply for and effectively administer federal, state and other grants that address the City's priorities and policy objectives and provide a positive benefit to the City. Before the grant is pursued, staff shall provide a detailed pro-forma that addresses the immediate and long-term costs and benefits to the City. One-time operating grant revenues shall not be used to begin or support the costs of ongoing programs.
11. **Personnel Services Costs**
Total General Fund personnel services costs shall not exceed 75% of the General Fund operating budget.
12. **Performance Measures**
All requests for departmental funding shall include performance measurement data so that funding requests can be evaluated and approved based on effective accomplishment of community desired outcomes and priorities.
13. **Budget Offsets**
City Council approval of a General Fund supplemental appropriation (additional monies after the adoption of the budget for the fiscal year), should be accompanied by a corresponding action to reduce the General Fund budget in another area.

RESOLUTION _____

ADOPTING THE ANNUAL BUDGET FOR THE CITY OF TRACY
FOR FISCAL YEAR 2016-2017

WHEREAS, The proposed operating, capital, and debt budgets for the City of Tracy for Fiscal Year 2016-2017 were submitted to the City Council on May 24, 2016, and

WHEREAS, A public workshop and a public hearing were held by the City Council to review, consider, and deliberate upon the proposed budgets, as well as to hear any public comments upon the budgets, and

WHEREAS, The proposed budgets presented to the City Council and any subsequent modifications made have been incorporated into budget;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy approves and appropriates funds as follows:

The annual City budget to be adopted for FY 2016/17 will be as follows:

	<u>General Fund</u>	<u>Other Funds</u>	<u>All Funds</u>
Operating Budget	\$51,057,670	\$84,632,440	\$135,690,110
Operations Support	250,000	(250,000)	0
Capital Budget	2,000,000	64,250,805	66,250,805
Debt Service	1,238,400	17,927,980	19,166,380
TOTAL	\$54,546,070	\$166,561,225	\$221,107,295

* * * * *

The foregoing Resolution 2016-_____ was adopted by the Tracy City Council on the 7th day of June 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION _____

ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE CITY OF TRACY
FOR FISCAL YEAR 2016-2017

WHEREAS, Article XIII B of the State Constitution places an appropriations limit on the proceeds of taxes received by the State and local governments in California, and

WHEREAS, Article XIII B provides that the appropriations limit can be adjusted annually to account for growth and inflation, and

WHEREAS, It is necessary for the City Council to establish the appropriations limit for the City of Tracy for FY 16-17 and to specify the options used in the annual adjustment, and

WHEREAS, The attachments to this resolution show the calculations used to determine the appropriations limit as adjusted for the City of Tracy for FY 16-17;

NOW, THEREFORE, BE IT RESOLVED That:

1. The FY 16-17 appropriations limit for the City of Tracy is established as \$58,368,700;
2. In setting the appropriations limit for FY 16-17 the City Council has chosen the "City Population Growth" and "California Per Capita Income" options for the annual adjustment in the limit;
3. The appropriations, subject to the limit based upon the proposed City budget for FY 16-17 are \$41,198,228 or 70.6% of the limit, which is \$17,170,472 below the limit.

* * * * *

The foregoing Resolution 2016-_____ was adopted by City Council on the 7th day of June, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION _____

ADOPTION OF THE CITY OF TRACY'S BUDGET PRINCIPLES

WHEREAS, Long-term fiscal strategies are needed for the City to meet the current economic climate, and

WHEREAS, On April 12, 2008 Council adopted Resolution 2008-066 which set forth several short and long term fiscal strategies, and

WHEREAS, On January 20, 2009, Council adopted Resolution 2009-012 which set additional budget principles, and

WHEREAS, On May 3, 2011, Council adopted Resolution 2011-094 which revised the budget principles, and

WHEREAS, It is appropriate to revise some principles in light of continued economic trends, and

WHEREAS, The principles will allow the City to continue to make organizational and other changes to reduce expenditures over a period of time while continuing to supply essential services to the community;

NOW, THEREFORE, BE IT RESOLVED That:

1. Resolution 2011-094 is rescinded; and
2. The City Council adopts the attached budget principles listed as Attachment B to this Resolution.

* * * * *

The foregoing Resolution 2016-_____ was adopted by City Council on the 7th day of June, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST

CITY CLERK

AGENDA ITEM 5

REQUEST

REPEAL RESOLUTION 2004-368 AND ADOPT A NEW RESOLUTION TO ESTABLISH REVISED PROCEDURES AND REQUIREMENTS FOR THE CONSIDERATION OF DEVELOPMENT AGREEMENTS

EXECUTIVE SUMMARY

The City has adopted development agreement procedures which have been amended from time to time. The purpose of this agenda item is to review and adopt revised City procedures and requirements related to the consideration of development agreements. This is a follow up agenda item to City Council direction provided on January 20, 2015, and June 16, 2015, where direction to staff was provided to prepare revisions to the development agreement procedures and requirements.

DISCUSSION

Background

State Law authorizes cities to use a Development Agreement (DA) under Government Code sections 65864-65869.5 which state, in part, that a DA is a means to, “strengthen the public planning process, to encourage private participation in comprehensive long-range planning, and to reduce the economic costs of development.” The City’s DA procedures were last updated in 2004 (Council Resolution No. 2004-368).

City Council conducted a special meeting related to DAs on June 16, 2015, and provided direction to staff to prepare amended DA procedures and requirements, specifically related to public benefits derived from DAs (Attachment A: staff report from June 15, 2015). Based on that meeting, staff drafted revised DA procedures and requirements (Attachment B: revised DA procedures).

Revised DA Procedures

The format of the revised DA procedures mirrors that of the existing policy. In addition to clerical updates, the main content of each of the three components to the policy are described below. Most of the changes to the policy relate to obligations for public benefits, described in ‘Part I’, below.

Part I Application: This portion of the policy establishes application requirements. The following has been updated:

- Cost Recovery Agreements. The current policy requires a Reimbursement Agreement with the developer to cover City processing costs, and such standard agreements are no longer used. Therefore, the policy has been updated to reflect that applicants shall enter into a Cost Recovery Agreement (new standard agreement) to cover City processing costs associated with preparing a development agreement.

- **Public Benefits.** A DA is a completely optional legislative decision. It gives a developer special, vested rights under current conditions. A City may agree or not agree to enter into a DA. Normally, a city requires “consideration” for agreeing to enter into the DA, and the public benefit represents what the developer offers, beyond what is normally required by conditions of approval.
- The current policy does not specify what a DA public benefit should be. Therefore, the DA Policy has been updated to clarify what a public benefit is, generally including: construction of new facilities not required by normal conditions of approval; constructing public facilities ahead of when they are triggered by the development, i.e. “fronting” of public facilities; and dedication of land to the City for public use. The policy also contains a provision for flexibility to be used by City Council, specifically stating that other similar public benefits can be proposed and deemed acceptable by the City Council.

Part II Hearings and Official Actions: This portion of the policy explains the steps that the Planning Commission and City Council should follow when considering a DA. This section has been updated to insert language citing relevant sections of the Government Code pertinent to the contents of DAs and hearing notices.

Part III Development Rights; Periodic Review: This portion of the policy generally explains limitations on development rights, with relevant citations to the Government Code pertinent to DAs.

STRATEGIC PLAN

This is a routine operational item and is not related to the Council’s Strategic Plans.

FISCAL IMPACT

There is no direct fiscal impact associated with this item.

RECOMMENDATION

Staff recommends that City Council repeal Resolution 2004-368, and adopt a new resolution establishing revised procedures and requirements for the consideration of development agreements, attached to this staff report.

Prepared by: William Dean, Assistant Development Services Director

Reviewed by: Andrew Malik, Development Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

- A - Staff report from June 16, 2015
- B - Revised DA Procedures and Requirements

NOTICE OF SPECIAL MEETING

Pursuant to Section 54956 of the Government Code of the State of California, a Special meeting of the **Tracy City Council** is hereby called for:

Date/Time: **Tuesday, June 16, 2015, 6:00 p.m.**
(or as soon thereafter as possible)

Location: **Room 203, City Hall**
333 Civic Center Plaza, Tracy

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the Tracy City Council on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

1. Call to Order
2. Roll Call
3. Items from the Audience - *In accordance with Procedures for Preparation, Posting and Distribution of Agendas and the Conduct of Public Meetings, adopted by Resolution 2015-052 any item not on the agenda brought up by the public at a meeting, shall be automatically referred to staff. If staff is not able to resolve the matter satisfactorily, the member of the public may request a Council Member to sponsor the item for discussion at a future meeting.*
4. DISCUSS AND PROVIDE DIRECTION ON POSSIBLE AMENDMENTS TO THE CITY'S REGULATIONS AND REQUIREMENTS FOR CONSIDERATION OF DEVELOPMENT AGREEMENTS INCLUDING PROVISIONS RELATED TO REQUIRED PUBLIC BENEFITS
5. Adjournment



Mayor

Posted: June 11, 2015

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

Any materials distributed to the majority of the Tracy City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office located at 333 Civic Center Plaza, Tracy, during normal business hours.

AGENDA ITEM 4

REQUEST

DISCUSS AND PROVIDE DIRECTION ON POSSIBLE AMENDMENTS TO THE CITY'S REGULATIONS AND REQUIREMENTS FOR CONSIDERATION OF DEVELOPMENT AGREEMENTS INCLUDING PROVISIONS RELATED TO REQUIRED PUBLIC BENEFITS

EXECUTIVE SUMMARY

On January 20, 2015, the City Council directed staff to place an item on a future agenda to allow the City Council to discuss and provide direction on possible amendments to the City's Regulations and Requirements for Consideration of Development Agreements including provisions related to required public benefits.

DISCUSSION

On January 20, 2015, the City Council directed staff to place an item on a future agenda to allow the City Council to discuss and provide direction on possible amendments to the City's Regulations and Requirements for Consideration of Development Agreements ("Development Agreement Procedures") including provisions related to required public benefits.

A. State Law

Development agreements are contracts negotiated between project proponents and public agencies that govern the land uses that may be allowed on a particular project and provide vested rights to project proponents.

The concept of development agreements arose after *Avco Community Developers, Inc. v. South Coast Regional Commission* (1976) 17 Cal.3d 785. In *Avco*, a new land use requirement was enacted after prebuilding permit construction work had been done on a project. The Supreme Court held that a developer has no vested right to complete a project before building permits are issued. In so ruling, the court stated that any change in the rule that a developer has no vested rights in existing zoning must come from the Legislature.

In 1979, the Legislature accepted the Supreme Court's invitation and responded by enacting a statute that allows the use of development agreements. ("Development Agreement Statute") (Government Code, §§ 65864 – 65869.5.) A copy of the Development Agreement Statute is attached as Attachment A.

As reflected in the legislative declarations contained in the Development Agreement Statute, both parties to a development agreement receive benefits. The City is afforded greater latitude to advance City planning policies, and has greater flexibility in imposing conditions and requirements on proposed projects. At the same time, the applicant is afforded greater assurances that, once the project is approved, it can be built.

B. The City's Development Agreement Procedures

The Development Agreement Statute requires that cities establish procedures and requirements for the consideration of development agreements. (Government Code, § 65865(c).)

The City's current Development Agreement Procedures were adopted in 2004. (Resolution 2004-368.) A copy of the Development Agreement Procedures is included as Attachment B.

The Development Agreement Procedures contain a two-step process. First, the applicant submits an application with required information including the "proposed public benefit offered to the City as an incentive for consideration of the application." City staff reviews the application and accepts it for filing if it is complete and accurate and presents it to the City Council for initial consideration. Specifically, the Development Agreement Procedures provide as follows:

Staff shall review the application and shall prepare a report and recommendation to the City Council. The Council shall consider the application and determine whether the proposed public benefit warrants undertaking negotiations with the applicant. The Council shall either reject the request or authorize staff to negotiate and process the development agreement application.

The second step in the two-step process involves negotiating the development agreement and submitting it to the Planning Commission and City Council for final consideration.

C. Public Benefit Requirement

In return for receiving vested rights, the Development Agreement Statute and the City's Development Agreement Procedures contemplate the offer of a "public benefit" from the developer.

There are only two references in the Development Agreement Statute that indirectly address this public benefit requirement.

First, the statute declares that:

The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities.

(Government Code § 65864(c).) This provision relates to "fronting" public infrastructure, as described below.

Second, the Development Agreement Statute requires among other things that a development agreement specify ". . . provisions for reservation or dedication of land for public purposes." (Government Code, § 65865.2.)

As described above, the City's Development Agreement Procedures require the applicant to propose the public benefit. The Procedures do not specify what the public benefit may be.

Most cities, like Tracy, negotiate appropriate public benefits in development agreements on a case-by-case basis depending on the nature of the project and its location. The most common public benefits include: requirements to construct public facilities and/or infrastructure; the dedication of land; and requirements to provide low and moderate income housing.

However, some cities provide examples of appropriate public benefits in their development agreement procedures. For example, provisions of the City of Carlsbad's development agreement procedures, included as Attachment C.

Taking the Carlsbad example, Tracy could amend its development agreement procedures to include desired public amenities. Aside from the current Capital Improvement Program (CIP) identified in the budget, over the last several years the City completed an infrastructure master planning process to design infrastructure for future developments that are identified in the City's General Plan. That infrastructure not only includes streets and utilities, but also includes public buildings, parks and similar recreation related amenities such as pools and a recreation center (gymnasium). This infrastructure represents the City's approved list of utilities and amenities that over time will be necessary to help maintain a high quality of life and resilient community. New development pays proportionate shares for this infrastructure through development impact fees paid to the City, typically at building permit issuance (for certain facilities that also benefit current residents, the City has a fair share as well). By way of example, the City Council could identify a particularly desirable amenity/facility (a gymnasium, for example) and seek to have that gymnasium constructed ahead of when development impact fee revenue would normally accumulate. In other words, the gymnasium would be "fronted". A development agreement could be negotiated with a willing partner of the development community to front the gymnasium and receive reimbursements by the City over time as the City receives development impact fee revenue (and other City-share revenue) for that gymnasium. The public benefit is that the gymnasium is constructed far ahead of when it would otherwise be constructed.

D. Existing Development Agreements

A description of the City's existing development agreements is attached as Attachment D.

E. Options

The following are options for the City Council to consider:

1. Maintain Existing Public Benefit Provisions

The City Council could choose not to make changes to the City's Development Agreement Procedures as it relates to public benefits.

2. Provide General Examples of Desired Public Benefits

Like the City of Carlsbad, described above, the City Council could choose to amend the City's Development Agreement Procedures to include general examples of desired public benefits. If City Council decides to pursue this option, staff recommends that the Council provide direction as to which types of benefits should be included in a proposed amendment.

3. Provide Specific Examples of Desired Public Benefits

The City Council could choose to amend the City's Development Agreement Procedures to provide that the City Council adopt and regularly update a list of specific benefits it desires in development agreement applications. Such benefits could include fronting important Capital Improvement Program projects or other needs currently desired in the community, which could change over time.

STRATEGIC PLAN

This is a routine operational item and is not related to any of the Council's Strategic Plans.

FISCAL IMPACT

There is no direct fiscal impact associated with this item.

RECOMMENDATION

That the City Council discuss and provide direction on possible amendments to the City's Regulations and Requirements for Consideration of Development Agreements including provisions related to required public benefits.

Prepared by: William Dean, Interim Development Services Director
Daniel G. Sodergren, City Attorney

Reviewed by: Andrew Malik, Interim Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS:

- A. Development Agreement Statute
- B. City's Development Agreement Procedures
- C. Excerpt from City of Carlsbad Development Agreement Procedures
- D. Description of Existing Development Agreements

**GOVERNMENT CODE
SECTION 65864-65869.5**

65864. The Legislature finds and declares that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

(c) The lack of public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, is a serious impediment to the development of new housing. Whenever possible, applicants and local governments may include provisions in agreements whereby applicants are reimbursed over time for financing public facilities.

65865. (a) Any city, county, or city and county, may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property as provided in this article.

(b) Any city may enter into a development agreement with any person having a legal or equitable interest in real property in unincorporated territory within that city's sphere of influence for the development of the property as provided in this article. However, the agreement shall not become operative unless annexation proceedings annexing the property to the city are completed within the period of time specified by the agreement. If the annexation is not completed within the time specified in the agreement or any extension of the agreement, the agreement is null and void.

(c) Every city, county, or city and county, shall, upon request of an applicant, by resolution or ordinance, establish procedures and requirements for the consideration of development agreements upon application by, or on behalf of, the property owner or other person having a legal or equitable interest in the property.

(d) A city, county, or city and county may recover from applicants the direct costs associated with adopting a resolution or ordinance to establish procedures and requirements for the consideration of development agreements.

(e) For any development agreement entered into on or after January 1, 2004, a city, county, or city and county shall comply with Section 66006 with respect to any fee it receives or cost it recovers pursuant to this article.

65865.1. Procedures established pursuant to Section 65865 shall include provisions requiring periodic review at least every 12

months, at which time the applicant, or successor in interest thereto, shall be required to demonstrate good faith compliance with the terms of the agreement. If, as a result of such periodic review, the local agency finds and determines, on the basis of substantial evidence, that the applicant or successor in interest thereto has not complied in good faith with terms or conditions of the agreement, the local agency may terminate or modify the agreement.

65865.2. A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions, and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions, and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement. The agreement may provide that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time.

The agreement may also include terms and conditions relating to applicant financing of necessary public facilities and subsequent reimbursement over time.

65865.3. (a) Except as otherwise provided in subdivisions (b) and (c), Section 65868, or Section 65869.5, notwithstanding any other law, if a newly incorporated city or newly annexed area comprises territory that was formerly unincorporated, any development agreement entered into by the county prior to the effective date of the incorporation or annexation shall remain valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The holder of the development agreement and the city may agree that the development agreement shall remain valid for more than eight years, provided that the longer period shall not exceed 15 years from the effective date of the incorporation or annexation. The holder of the development agreement and the city shall have the same rights and obligations with respect to each other as if the property had remained in the unincorporated territory of the county.

(b) The city may modify or suspend the provisions of the development agreement if the city determines that the failure of the city to do so would place the residents of the territory subject to the development agreement, or the residents of the city, or both, in a condition dangerous to their health or safety, or both.

(c) Except as otherwise provided in subdivision (d), this section applies to any development agreement which meets all of the following requirements:

(1) The application for the agreement is submitted to the county prior to the date that the first signature was affixed to the petition for incorporation or annexation pursuant to Section 56704 or the adoption of the resolution pursuant to Section 56800, whichever occurs first.

(2) The county enters into the agreement with the applicant prior to the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election

pursuant to Section 57075, prior to the date that the conducting authority orders the annexation.

(3) The annexation proposal is initiated by the city. If the annexation proposal is initiated by a petitioner other than the city, the development agreement is valid unless the city adopts written findings that implementation of the development agreement would create a condition injurious to the health, safety, or welfare of city residents.

(d) This section does not apply to any territory subject to a development agreement if that territory is incorporated and the effective date of the incorporation is prior to January 1, 1987.

65865.4. Unless amended or canceled pursuant to Section 65868, or modified or suspended pursuant to Section 65869.5, and except as otherwise provided in subdivision (b) of Section 65865.3, a development agreement shall be enforceable by any party thereto notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the city, county, or city and county entering the agreement, which alters or amends the rules, regulations, or policies specified in Section 65866.

65865.5. (a) Notwithstanding any other law, after the amendments required by Sections 65302.9 and 65860.1 have become effective, the legislative body of a city or county within the Sacramento-San Joaquin Valley shall not enter into a development agreement for property that is located within a flood hazard zone unless the city or county finds, based on substantial evidence in the record, one of the following:

(1) The facilities of the State Plan of Flood Control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.

(2) The city or county has imposed conditions on the development agreement that will protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas.

(3) The local flood management agency has made adequate progress on the construction of a flood protection system that will result in flood protection equal to or greater than the urban level of flood protection in urban or urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas for property located within a flood hazard zone, intended to be protected by the system. For urban and urbanizing areas protected by project levees, the urban level of flood protection shall be achieved by 2025.

(4) The property in an undetermined risk area has met the urban level of flood protection based on substantial evidence in the record.

(b) The effective date of amendments referred to in this section shall be the date upon which the statutes of limitation specified in subdivision (c) of Section 65009 have run or, if the amendments and any associated environmental documents are challenged in court, the

validity of the amendments and any associated environmental documents has been upheld in a final decision.

(c) This section does not change or diminish existing requirements of local flood plain management laws, ordinances, resolutions, or regulations necessary to local agency participation in the national flood insurance program.

65866. Unless otherwise provided by the development agreement, rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to a development agreement, shall be those rules, regulations, and official policies in force at the time of execution of the agreement. A development agreement shall not prevent a city, county, or city and county, in subsequent actions applicable to the property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the property as set forth herein, nor shall a development agreement prevent a city, county, or city and county from denying or conditionally approving any subsequent development project application on the basis of such existing or new rules, regulations, and policies.

65867. A public hearing on an application for a development agreement shall be held by the planning agency and by the legislative body. Notice of intention to consider adoption of a development agreement shall be given as provided in Sections 65090 and 65091 in addition to any other notice required by law for other actions to be considered concurrently with the development agreement.

65867.5. (a) A development agreement is a legislative act that shall be approved by ordinance and is subject to referendum.

(b) A development agreement shall not be approved unless the legislative body finds that the provisions of the agreement are consistent with the general plan and any applicable specific plan.

(c) A development agreement that includes a subdivision, as defined in Section 66473.7, shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with the provisions of Section 66473.7.

65868. A development agreement may be amended, or canceled in whole or in part, by mutual consent of the parties to the agreement or their successors in interest. Notice of intention to amend or cancel any portion of the agreement shall be given in the manner provided by Section 65867. An amendment to an agreement shall be subject to the provisions of Section 65867.5.

65868.5. No later than 10 days after a city, county, or city and county enters into a development agreement, the clerk of the legislative body shall record with the county recorder a copy of the agreement, which shall describe the land subject thereto. From and after the time of such recordation, the agreement shall impart such

notice thereof to all persons as is afforded by the recording laws of this state. The burdens of the agreement shall be binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

65869. A development agreement shall not be applicable to any development project located in an area for which a local coastal program is required to be prepared and certified pursuant to the requirements of Division 20 (commencing with Section 30000) of the Public Resources Code, unless: (1) the required local coastal program has been certified as required by such provisions prior to the date on which the development agreement is entered into, or (2) in the event that the required local coastal program has not been certified, the California Coastal Commission approves such development agreement by formal commission action.

65869.5. In the event that state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, such provisions of the agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

RESOLUTION 2004-368

REPEALING RESOLUTION NO. 90-355 AND ESTABLISHING REVISED PROCEDURES AND REQUIREMENTS FOR THE CONSIDERATION OF DEVELOPMENT AGREEMENTS

WHEREAS, On September 4, 1990, pursuant to authorization granted in Government Code sections 65864 et seq., the City Council adopted Resolution No. 90-355 establishing procedures and requirements for consideration of development agreements; and

WHEREAS, the City Council wishes to revise the procedures and requirements for future applications.

NOW, THEREFORE, the City Council of the City of Tracy resolves as follows:

1. Resolution No. 90-355 is repealed in its entirety.
2. The Procedures and Requirements for Consideration of Development Agreements, set forth in Exhibit "A", attached hereto and incorporated herein by this reference, are hereby adopted.

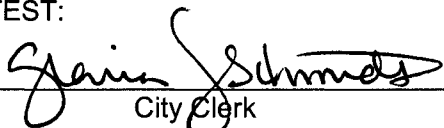
* * * * *

The foregoing Resolution 2004-368 was passed and adopted by the Tracy City Council on the 16th day of November, 2004, by the following vote:

AYES:	COUNCIL MEMBERS:	HUFFMAN, IVES, TOLBERT, TUCKER, BILBREY
NOES:	COUNCIL MEMBERS:	NONE
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTAIN:	COUNCIL MEMBERS:	NONE



 Mayor

ATTEST:


 City Clerk

EXHIBIT "A"

REGULATIONS AND REQUIREMENTS FOR CONSIDERATION OF DEVELOPMENT AGREEMENTS

PART I – APPLICATION

A. Authority for Adoption; Purpose; Consistency with State Law

These regulations are adopted under the authority of Government Code Sections 65864 et seq. The purpose of considering and approving a development agreement is to facilitate large, phased projects for which there is significant private participation in infrastructure, public facilities, open space and amenities and other programs of benefit to the City and its residents. The City of Tracy, at its sole discretion, may enter into a binding agreement with any qualified applicant for the development of property within the City of Tracy pursuant to and in accordance with state law and these regulations and requirements. In any conflict or interpretation issue between these provisions and requirements of state law, state law shall control.

B. Applications

1. All applications for development agreements shall be submitted to the Development and Engineering Services ("DES") Department. The minimum requirements for the application and the information and data are set forth herein. The DES Director may require an applicant to submit such additional information and data as considered necessary to process the application.
2. The application shall include:
 - a. signatures of property owner(s);
 - b. proposed public benefit offered to the city as an incentive for consideration of the application;
 - c. proposed term of development agreement;
 - d. a map drawn to scale showing the property for which the development agreement is requested and the property lines for the properties within three hundred (300) feet of the exterior boundary lines of the subject property;
 - e. a clear indication of the names of all the streets and of the assessor's parcel numbers (APNs) of each parcel shown on said map;
 - f. the names and mailing addresses as listed on the latest assessment roll of the owners of the property shown on the map;
 - g. the legal description of the subject property;
 - h. the assessor's parcel number or numbers and the street address of the subject property;
 - i. the proposed use or uses, density or intensity of use of the property, the maximum height and size of any proposed buildings, the proposed duration of the agreement, and any proposed covenants, conditions and restrictions or tract restrictions; and
 - j. a list of other applications filed concurrently with the development agreement application.

3. A separate application shall be filed for each project or property for which a development agreement is requested.

C. Reimbursement of Costs

Each application shall be accompanied by a reimbursement agreement for city recovery of staff time and out-of-pocket costs. A sample reimbursement agreement is attached hereto, and incorporated herein by this reference, as Attachment "1".

D. Qualified Applicants

Only a qualified applicant may file an application to enter into a development agreement. A qualified applicant is a person who has legal or equitable interest in the real property which is the subject of the development agreement. The City Manager, or designee, may require an applicant to submit proof of his or her interest in the real property. The City Manager may also require that all persons having a legal or equitable interest in the real property be made parties to the application and signatories to the development agreement or otherwise assure to the City, in form approved by the City Attorney, that they will be legally bound to comply with the terms and conditions of the development agreement, provided that this requirement shall not apply to owners or claimants of interests in easements, or other interests not deemed material by the City Manager, unless the City Attorney determines that their agreement or undertaking to be bound by the development agreement is necessary for the development agreement to be effective in achieving the City's objectives. The qualified applicant and any successors in interest are hereinafter referred to as "developer," which term shall include the plural in the case of an applicant consisting of more than one party. The City Manager may obtain the opinion of the City Attorney as to the sufficiency of the applicant's interest in the real property to enter into the agreement. The City may require an applicant or agent to submit a title report or other evidence to verify the applicant's legal or equitable interests in the subject property.

E. Qualified Property

The property to be the subject of the development agreement shall be situated within the City limits and shall represent an appropriate parcel or parcels, as to ownership and parcel configuration, size and location, as determined by the City Manager, or designee, to assure the development of the property consistent with the policies, goals, standards and objectives of City's General Plan and City ordinances, laws, rules, regulations and policies pertaining thereto. Property not within the City limits but within the City's sphere of influence may be the subject of a development agreement conditioned upon the annexation of the property to the City within a specified time. With respect to property to be annexed to the City, the content of the development agreement may differ from those otherwise required to the extent deemed warranted by the City under the circumstances.

F. Review of Application

1. The City shall review the application and shall accept it for filing if it is complete and accurate.
2. Staff shall review the application and shall prepare a report and recommendation to the City Council. The Council shall consider the application and determine whether the proposed public benefit warrants undertaking negotiations with the applicant. The Council shall either reject the request or authorize staff to negotiate and process the development agreement application.

PART II - HEARINGS AND OFFICIAL ACTIONS

G. Notice of Hearings

1. Notice of hearings before the Planning Commission and the City Council to consider a development agreement shall be given in the manner provided in Government Code Section 65864 et seq.
2. The public hearing on the development agreement, and the notice thereof, may be combined with the public hearing and notice for an application for rezoning, special permit, subdivision map or other land use entitlement pertaining to the property which is to be subject to the development agreement.

H. Environment Review

A development agreement, if it qualifies as a project under the California Environmental Quality Act and implementing regulations, shall be subject to environmental review as required by applicable law.

I. Planning Commission

The proposed development agreement shall be submitted to the Planning Commission for a public hearing when all of the necessary reports and recommendations are complete. The development agreement may be considered concurrently with other discretionary permits or approvals for the project.

The Planning Commission shall serve as the planning agency on applications as required by Government Code Section 65867, including its consistency with the General Plan, city ordinances and regulations. Planning Commission review shall be limited to land use matters and specifically shall not include fiscal or budgetary implications which shall be the exclusive jurisdiction of the City Council. After a public hearing, noticed in accordance with Government Code Sections 65090 and 65091, has been held by the Planning Commission, it shall render its decision in the form of a written recommendation to the City Council. The report and recommendation shall include proposed findings as required by J (4). The report and recommendation shall be forwarded to the City Council.

J. City Council

1. After its public hearing, the City Council in the exercise of its legislative discretion shall determine whether or not to approve, modify or disapprove the development agreement.
2. Even if the findings set forth in subsection (4) below, can be made, the City Council, in its sole discretion, may deny approval of the development agreement on the grounds that the development agreement is not in the public interest.
3. The City Council may add, modify or delete any provisions of the development agreement as a condition of approval. Such action may, but need not be, referred back to the Planning Commission for its review and recommendation, without the necessity for a further public hearing before the Planning Commission.
4. The Council shall not approve the development agreement unless it make findings that the development agreement:
 - a. is consistent with the objectives, policies, general land uses and programs specified in the City General Plan and any applicable community and specific plan;
 - b. is in conformity with public convenience, general welfare, and good land use practices;
 - c. will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area, nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole;
 - d. will not adversely affect the orderly development of property or the preservation of property values; and
 - e. is consistent with the provisions of Government Code Sections 65864 et seq.

K. Irregularity in Proceedings

No action, inaction or recommendation regarding the proposed development agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to petition, application, notice, finding, record, hearing, report, recommendation or any matters of procedure whatever unless after an examination of the entire case, including the evidence, the court is of the opinion that the error complained of was prejudicial and that by reason of the error the complaining party sustained

and suffered substantial injury and that a different result would have been probable if the error had not occurred or existed. There is no presumption that error was prejudicial or that injury was done if error was shown.

L. Ordinance Approving the Development Agreement

1. If the City Council approves the development agreement, it shall do so by the adoption of an ordinance setting forth the required findings and authorizing the Mayor to execute the development agreement.
2. After the ordinance approving the development agreement takes effect, the Mayor shall execute the development agreement on behalf of the City. The effective date of the development agreement shall be the effective date of the ordinance approving the agreement.

M. Limitations on Actions

1. No action attacking or otherwise questioning the validity of any development agreement or amendment to a development agreement, or the adoption or approval of such development agreement or amendment, or any of the findings or determinations of the Planning Commission or City Council in connection with such development agreement or amendment, shall be brought at any time after the elapse of sixty (60) days from and after the date of adoption of the ordinance adopting or approving the development agreement or amendment, as the case may be.
2. A development agreement may provide that it constitutes a financing agreement within the meaning and scope of Government Code Section 53511.

PART III- CONTENTS; PERIODIC REVIEW

N. Contents

In addition to the requirements of Government Code Section 65865.2, the following shall be included:

1. Every development agreement shall be for a specified initial term. Such terms may be extended, from time to time, as provided in the development agreement.
2. The development agreement shall specify (in the development agreement itself or by reference to other project approvals) the permitted uses of the property which is subject to the development agreement, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land for public purposes, the location of public improvements and other applicable terms and conditions.

3. The development agreement may contain a requirement that construction be commenced within a specified period of time or that the project or any phase thereof be completed within a specified time. If the development agreement expressly does not specify the timing of the commencement or completion of the project, or any phase thereof, the development agreement may specify that it is deemed nevertheless to have dealt with the issue of timing; provided, however, that specific time requirements of any subsequent special permit, subdivision map or other land use entitlement shall govern.
4. The development agreement may contain a hold harmless agreement and an agreement to indemnify the City from suits and actions arising in connection with the development agreement, to the satisfaction of the City Attorney.

O. Periodic Review

The City Manager, or designee, shall on an annual basis and at any other time that the City Manager determines to be appropriate, review the extent of good faith substantial compliance by the developer with the terms and conditions of the development agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of the development agreement. The costs of notice and related costs incurred by the City for such annual review shall be borne by the developer. Failure of the City to conduct a periodic review shall not constitute a waiver by the City of its rights to enforce the provisions of a development agreement, nor shall a developer have or assert any defense to such enforcement by reason of such failure to conduct a periodic review.

Attachment 1 – Sample Reimbursement Agreement

Attachment "1"
[SAMPLE]

REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF TRACY
AND
[APPLICANT FOR DEVELOPMENT AGREEMENT]
[Application No. _____]

This Reimbursement Agreement (hereinafter "Agreement") is made by and between the CITY OF TRACY ("City") and _____, a [type of entity] ("Developer").

RECITALS

WHEREAS, Developer owns in fee, or has an agreement to purchase, the real property listed in Exhibit "A", attached hereto and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, Developer has applied for a development agreement pursuant to California Government Code sections 65864 et seq. and City Council Resolution No. 2004- ____ for a project generally referred to as _____ (the "_____ Project") (Applications _____); and

WHEREAS, The _____ Project consists of a proposal to develop a [summarized project description and general location]; and

WHEREAS, The City and Developer desire to enter into this Reimbursement Agreement to specifically provide for City to recover all related to the negotiation and processing of the development agreement application including any legal challenges to any project approvals.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose of Agreement. The purpose of this Agreement is to provide for payments by Developer of all "out-of-pocket" costs, including city staff and overhead costs, of the City directly or indirectly related to the negotiations and processing of the _____ Project development agreement application. Developer acknowledges that in addition to city staff time, consultants will be necessary to assist City in the negotiation and processing of the proposed development agreement. Consultants' shall be retained by the City, shall report to the City, and shall remain independent of Developer. Developer and City shall agree in writing as to the scope of work and amount of required deposit. "City Service" shall refer to services provided by the City regarding the negotiation and processing of the proposed development agreement. Developer shall provide the City with a deposit, in an amount to be determined by mutual agreement, as the minimum deposit for the cost of the City Service. Developer shall maintain said minimum deposit amount throughout the period that services are being, or are projected to be, provided

within an agreed upon length of time. In addition, the Developer shall be required to pay any and all of the actual costs within fifteen (15) days of receiving the billing statement(s) for same. The City shall have no obligation, and may cease to process or to perform any work on any Project Approval in the event that the Developer have not made timely payments of any required deposit and timely payment(s) of any and all of the actual costs as herein provided.

2. Term of Agreement. The term of this Agreement shall commence on execution by City and shall continue until terminated, or modified by, as provided for in other sections herein.

3. No Approvals. Nothing in this Agreement shall be construed as preliminary or final approval of any development agreement, development application, land use or related decision. This Agreement specifically does not commit the City to any decisions or approvals not yet authorized by the City.

4. No General Fund Liability. It is understood and agreed that all costs shall be borne by Developer. It is further understood that such obligations are not obligations of the City or any of its departments, and the City shall not be liable for any of said costs from its general fund, or any other fund, except for funds obtained from Developer.

5. Defense of Legal Challenges. In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization challenging the validity of the proposed development agreement or any Project Approval (as defined in Paragraph 9 herein) or the sufficiency of any environmental review under the California Environmental Quality Act ("CEQA"), processed concurrently with the proposed development agreement, the parties shall agree to mutually cooperate with each other in the defense of any such challenge. City, at its sole option, may tender the complete defense of any third party challenge to any Approval, and upon any acceptance of such tender by Developer, the Developer shall indemnify City against any and all fees and costs arising out of the defense of such challenge, including the fees and costs of City's own in house or special counsel if, in City's sole discretion, is necessary to protect its interests.

6. Tender of Defense. If Developer should fail to accept City's tender of defense, City may defend such challenge and control the defense and/or settlement of such challenge as City decides, in its sole discretion, and City may take any and all actions it deems necessary and appropriate, in its sole discretion, in connection therewith.

7. Attorney's Fees. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs and expenses incurred.

8. Project Approvals. For the purposes of the Agreement, "project approvals" shall mean the

proposed development agreement as well as any applications considered concurrently with (a) provisions of the City's UMP that relate to or affect the _____ Project, (b) annexation and zoning approvals, (c) CEQA review, mitigation measures and approvals, (d) infrastructure master plans, (e) finance plans, and any other discretionary or ministerial permits or approvals necessary or appropriate for processing of related development entitlements.

9. Selection of Counsel. Each party shall be entitled to legal counsel of its choice, at the sole expense of Developer, in the litigation, which counsel shall be mutually obligated to work cooperatively with other counsel.

10. Termination. If Developer are in default or breach of their obligations under this Agreement, the City shall give Developer ten (10) days written notice of such default. If the Developer do not commence to cure the default with ten (10) days of such notice and continue to cure such default to completion, then the City may terminate this Agreement and the City shall have no further obligation under this Agreement or statute to process pending applications. If the Agreement is terminated by the City, the City shall bill Developer for any payments or costs to be paid to the date of termination.

11. Counterparts. This Agreement may be signed in counterparts and when signed by all parties hereto shall constitute a binding agreement on the parties.

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

13. 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.

14. Severability. In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.

15. 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.

16. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.

17. Notices. All notices to be given hereunder shall be in writing and may be served, either personally or by certified or registered mail, return receipt requested, postage prepaid, to the persons and addresses set forth below or to any other address provided by one to the other from time to time in writing.

CITY: Development and Engineering Services Director
 City of Tracy
 520 Tracy Boulevard
 Tracy, CA 95376

With a copy to:

 City Attorney
 City of Tracy
 325 East Tenth Street
 Tracy, CA 95376

DEVELOPER:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

CITY OF TRACY

[NAME OF DEVELOPER]

By: _____
Title: Mayor

By: _____
Title: _____

Date: _____

Date: _____

Attest:

By: _____
Title: City Clerk

Date: _____

Approved As To Form:

By: _____
Title: City Attorney

Date: _____

Exhibit "A" - Subject Property

EXCERPT FROM CARLSBAD'S DEVELOPMENT AGREEMENT PROCEDURES

Additional Public Benefits. A Development Agreement shall obligate the applicant to provide such additional public benefits in connection with the proposed project as the City may deem necessary or appropriate. Such additional public benefits shall be in addition to any fees, exactions or conditions which the City otherwise requires of the applicant as a condition of project approval, and may include those which, in the absence of a Development Agreement, would require compliance with Government Code Section 66000 *et seq.* Such additional public benefits may include, but not be limited to, the following, or monetary contributions to the City which may be applied by the City to accomplish one or more of the following:

- a) Construction, installation and/or ongoing maintenance or public facilities and/or public improvements other than those required as a condition of approval of the project;
- b) Acquisition and/or transfer or dedication of land to the City (or other public agency) for public use;
- c) Acquisition and/or transfer or dedication to the City of land for, development or subsidization of public parking;
- d) Monetary contributions for sand replenishment programs, ocean water quality testing and research or other programs relating to environmental quality of beach and ocean-front areas of the City;
- e) Acquisition and/or transfer or dedication to the City of land for, development and/or long-term maintenance of public safety facilities, and/or support for public safety programs and operating costs;
- f) Acquisition and/or transfer or dedication to the City of land for, development and/or long-term maintenance of public parks and recreational areas or facilities, and/or support for park or recreational programs and operating costs;
- g) Acquisition and/or transfer or dedication to the City of land for, development and/or long-term maintenance of libraries, and/or support for library programs and operating costs;
- h) Other similar public benefits not specifically designated in this Policy.

The list of particular public benefits, and the amount to be required as contributions to the City, shall be determined on a case-by-case basis with respect to each Development Agreement, and shall be subject to the approval of the City Council. The amount shall be based on factors such as, but not limited to, the economic feasibility of the proposed project and the incremental economic benefit to be obtained by the applicant by reason of the Development Agreement.

Current and Previous Development Agreements in the City of Tracy

- 1) **Prologis, LP:** This DA dates to 2013 and pertains to property within the Cordes Ranch Specific Plan.

Public benefit: \$5 million community benefit payment, made over 4 years (\$1.25 million per year beginning 2016)
Developer benefit: vesting rights, development impact fee phasing

- 2) **Surland Communities, LLC:** This DA dates to 2011 and pertains to property within the Ellis Specific Plan

Public benefit: \$10 million payment to City for swim center, 16 acres of property at Ellis for a swim center (currently \$2 million received to date)
Developer benefit: vesting rights, utility provisions, rights to growth allotments under current Growth Management Guidelines

- 3) **Tracy Gateway, LLC:** This DA dates to 2004 and pertains to property within the Tracy Gateway Planned Unit Development.

Public benefit: concurrent construction of a 200 bedroom hotel, public play, par 36 golf course, a new shopping center, 200 bedroom hotel and a 200,000 sf Class A office building.
Construction of Lammers Road ahead of required timeframes
Developer benefit: vesting rights, creation of a phase for development impact fee phasing, reservations for utility provisions for phase 1

- 4) **BA Properties, Inc.:** This DA dates to 1999 and pertains to property on the east side of Tracy Boulevard and north of Linne Road.

Public benefit: construction of a specified amount of office and light industrial development, tied to phasing of residential development.
Developer benefit: vesting rights, utility provisions.

- 5) **Presidio Land Company, LLC:** This DA dates to 1999 and pertains to property on the south side of Eleventh Street.

Public Benefit: Construction of a 27-acre public park ahead of required timeframes.
Developer Benefits: vesting rights, reservation of 550 growth allotments

- 6) **Seecon Financial and Construction Company, Inc.:** This DA dates to 1990 and pertains to property on the east side of Corral Hollow Road, south of Lowell Avenue.

Public benefit: participation in implementing a planning concept to provide housing diversity, encouragement of region-serving jobs, provision of infrastructure for orderly growth
Developer benefit: vesting rights, sewer utility provisions

ATTACHMENT B

REGULATIONS AND REQUIREMENTS FOR CONSIDERATION OF DEVELOPMENT AGREEMENTS

PART I, APPLICATION

- A. Authority for Adoption; Purpose; consistency with State Law
- B. Application
- C. Public Benefit
- D. Qualified Applicants
- E. Qualified Property
- F. Staff Review of Application

PART II, CONTENTS, HEARINGS, AND OFFICIAL ACTIONS

- G. Contents
- H. Notice of Hearings; Environmental Review
- I. Planning Commission
- J. City Council
- K. Ordinance Approving the Development Agreement

PART III, DEVELOPMENT RIGHTS; PERIODIC REVIEW

- L. Development Rights
- M. Periodic Review

PART I – APPLICATION

A. Authority for Adoption; Purpose; Consistency with State Law

These regulations are adopted under the authority of Government Code Sections 65864 et seq. The City's consideration and approval of a development agreement is discretionary; there is no requirement to approve such an agreement. The purpose of a development agreement is to assure the developer certain vested rights to proceed with a development over time. In exchange, the developer proposes and the City accepts certain public benefits that would not otherwise be required for the project. In any conflict or interpretation issue between these provisions and requirements of state law, state law will control.

B. Application

1. An application for a development agreement must be submitted to the Development Services ("DS") Department. The minimum requirements for the application and the information and data are set forth in Section B.2 below.
2. The application shall include, for each development agreement requested:
 - a. signatures of all property owner(s);
 - b. the proposed duration of the agreement (Gov't. Code §65865.2.);

- c. the proposed permitted uses, density or intensity of use, the maximum height and size of proposed buildings (Gov't. Code §65865.2.);
- d. proposed public benefit offered to the city as an incentive for consideration of the application, based on the examples set forth in Section C below;
- e. a map drawn to scale showing the property and the property lines for the properties within 300 feet of the exterior boundary lines of the subject property. This includes the names of all the streets and of the assessor's parcel numbers (APNs) of each parcel shown on the map;
- f. the names and mailing addresses as listed on the latest assessment roll of the owners of the property shown on the map;
- g. the legal description, the assessor's parcel number(s), and the street address(es) of the subject property;
- h. a list of other applications filed concurrently with the development agreement application;
- i. a signed City cost recovery agreement, under which the developer agrees to pay for staff and City consultant time in reviewing and processing the application(s) (Gov't. Code §; and
- j. other information the DS Director considers necessary to process the application..

C. Additional Public Benefit

A development agreement shall obligate the developer to provide additional public benefits, beyond what is already required under existing codes and master plans, as the City may deem necessary or appropriate. The additional public benefits are in addition to any fees, exactions or conditions which the City otherwise requires of the applicant as a condition of project approval, (and may include those which otherwise would require compliance with the Mitigation Fee Act (Government code Section 66000 and following), if there were no development agreement. The additional public benefits may include, but are not limited to, the following (including monetary contributions to the City for these purposes):

1. Construction, installation, and/or ongoing maintenance of public facilities and/or public improvements (other than those required as a condition of approval of a project);
2. Construction or installation of a public facility or improvement on the CIP project list that:
 - (a) benefits other property in addition to the subject property;
 - (b) is in accordance with a schedule that requires completion of the infrastructure before it is needed for the project; and
 - (c) is a condition of final map approval or the issuance of building permits for some or all components of the project.

The developer's cost may be subject to partial reimbursement over time as other properties develop;

3. Acquisition and/or transfer or dedication of land to the City (or other public agency) for public uses (other than as required as a condition of approval of a project); and
4. Other similar public benefits not specifically designated in this Policy.

D. Qualified Applicants

Only a qualified applicant may file an application to enter into a development agreement. A qualified applicant is a person who has legal or equitable interest in the real property which is the subject of the development agreement. The DS Director shall require an applicant to submit proof of his or her interest in the real property. The City may require an applicant or agent to submit a title report or other evidence to verify the applicant's legal or equitable interests in the subject property.

E. Qualified Property

1. Within City limits. The property to be the subject of the development agreement shall be situated within the City limits and shall represent an appropriate parcel or parcels, as to ownership and parcel configuration, size and location, as determined by the DS Director, to assure the development of the property consistent with the policies, goals, standards and objectives of City's General Plan, applicable specific plan, and City ordinances and policies pertaining to the property.
2. Outside City limits. Property not within the City limits but within the City's sphere of influence may be the subject of a development agreement conditioned upon the annexation of the property to the City within a specified time.

For property not within the City limits and subject to an existing development agreement with the county, Government Code section 65863.5 will apply.

F. Preliminary Review of Application

1. The Staff will review the application and accept it for filing if it is complete and accurate.
2. For a completed application, Staff will prepare a report and recommendation to the City Council. The Council will consider the application and determine whether the proposed public benefits (beyond what is otherwise required for the project) warrant undertaking negotiations with the applicant. The Council shall either reject the request or authorize staff to negotiate and process the development agreement application.

PART II - HEARINGS AND OFFICIAL ACTIONS

G. Contents

1. General. In addition to the mandatory requirements of Government Code Section 65865.2, the development agreement must include the following:

- a. the additional public benefit, as described in subsection C above.
- b. a requirement that the applicant hold harmless, indemnify and defend the City from suits and actions arising in connection with the development agreement, to the satisfaction of the City Attorney.
- c. that the City may impose a later condition if: (a) the condition is required to comply with state or federal law, or (b) a failure to do so would place the residents or the immediate community, or both, in a condition dangerous to their health or safety, or both. (Gov't. Code §66498.1.)
- d. The development agreement may be amended, or canceled in whole or in part, by mutual consent of the parties or their successors. Notice of intention to amend or cancel any portion of the agreement shall be given in the manner provided by Government Code section 65867. An amendment is subject to Section 65867.5, Findings of consistency. (Gov't. Code §65868.)

2. Subdivision. If the development agreement includes a subdivision of 500 dwelling units or more, it may not be approved unless the agreement provides that any tentative map prepared for the subdivision comply with Government Code section 66473.7 regarding sufficient water supply. (Gov't. Code §65867.5.)

H. Notice of Hearings; Environmental Review

1. Notice of hearings before the Planning Commission and the City Council to consider a development agreement shall be given in the manner provided in Government Code Section 65864 et seq.
2. The notice and public hearing on the development agreement may be combined with the notice and public hearing for an application for rezoning, development review permit, subdivision map or other land use entitlement pertaining to the same property.
3. If a development agreement qualifies as a project under the California Environmental Quality Act and implementing regulations, it is subject to environmental review as required by applicable law.

I. Planning Commission

The Staff will submit the proposed development agreement to the Planning Commission for a public hearing when all of the necessary reports and recommendations are complete. The

development agreement may be considered concurrently with other discretionary permits or approvals for the project.

The Planning Commission shall serve as the planning agency on applications as required by Government Code Section 65867, including determining its consistency with the General Plan, any applicable specific plan, city ordinances and regulations.

After the public hearing, the Planning Commission shall render its decision in the form of a resolution with written recommendation to the City Council. The report and recommendation shall include proposed findings as required by Section J (4) below.

J. City Council

1. After its public hearing, the City Council in the exercise of its legislative discretion shall determine whether or not to approve, modify or disapprove the development agreement.
2. Approval of a development agreement is a legislative act. Even if the findings set forth in subsection (4) below can be made, the City Council, in its sole discretion, may deny approval of the development agreement on the grounds that the development agreement is not in the public interest.
3. After the Planning Commission has made a recommendation to the City Council, the City Council's action to modify the proposal may, but need not be, referred back to the Planning Commission for its review and recommendation, without the necessity for a further public hearing before the Planning Commission.
4. The Council shall not approve the development agreement unless it (a) includes all of the mandatory requirements of Government Code section 65865.2 and (b) the Council finds the agreement is consistent with the General Plan and any applicable specific plan (Gov't. Code §65867.5.).

K. Ordinance Approving the Development Agreement

1. If the City Council approves the development agreement, it shall do so by the adoption of an ordinance setting forth the required findings and authorizing the Mayor to execute the development agreement.
2. After the ordinance approving the development agreement takes effect (30 days after adoption), the Mayor shall execute the development agreement on behalf of the City. The effective date of the development agreement is the effective date of the ordinance approving the agreement.
3. Within ten days after the City enters into a development agreement, the City Clerk shall record a copy with the County Recorder. (Gov't. Code §65868.5.)

PART III- DEVELOPMENT RIGHTS; PERIODIC REVIEW

L. Development Rights.

The City's regulations and official policies governing the permitted uses of land, density, design, improvement and constructions standards and specifications applicable to development of the property shall be those regulations and official policies in effect at the time of the agreement, unless otherwise provided in the development agreement. However:

1. the development agreement may not authorize regulations not permitted under the City's zoning ordinance.
2. the City may impose a later condition if: (a) the condition is required to comply with state or federal law, or (b) a failure to do so would place the residents or the immediate community, or both, in a condition dangerous to their health or safety, or both. (Gov't. Code §66498.1.)
3. in subsequent actions applicable to the property, a development agreement does not prevent the City from applying new regulations and policies which do not conflict with those in effect at the time of the agreement. (Gov't. Code §65866.)
4. if state or federal laws or regulations enacted after a development agreement has been entered into prevent or preclude compliance with one or more provisions of the development agreement, those provisions shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. (Gov't. Code §65869.5.)

M. Periodic Review

The DS Director shall on an annual basis and at any other time that the he or she determines to be appropriate, review the extent of good faith substantial compliance by the developer with the terms and conditions of the development agreement. The periodic review shall be limited in scope to compliance with the terms and conditions of the development agreement. The costs of notice and related costs incurred by the City for the annual review shall be borne by the developer. Failure of the City to conduct a periodic review shall not constitute a waiver by the City of its rights to enforce the provisions of a development agreement, nor shall a developer have or assert any defense to such enforcement by reason of such failure to conduct a periodic review.

RESOLUTION 2016-_____

REPEALING RESOLUTION 2004-368 AND ESTABLISHING REVISED PROCEDURES AND REQUIREMENTS FOR THE CONSIDERATION OF DEVELOPMENT AGREEMENTS

WHEREAS, On November 16, 2004, pursuant to authorization granted in Government Code sections 65864 et seq., the City Council adopted Resolution 2004-368, establishing procedures and requirements for consideration of development agreements, and

WHEREAS, On June 16, 2015, the City Council discussed the development agreement procedures at a regular meeting and directed staff to prepare amendments to the existing procedures and requirements, including provisions related to required public benefits, and

WHEREAS, The City Council wishes to revise the procedures and requirements for future applications;

NOW, THEREFORE, the City Council of the City of Tracy resolves as follows:

1. Resolution 2004-368 is repealed in its entirety.
2. The Procedures and Requirements for Consideration of Development Agreements, set forth in the attached Exhibit "A", are adopted.

* * * * *

This Resolution was passed and adopted by the Tracy City Council on June 7, 2016, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

EXHIBIT "A"

**REGULATIONS AND REQUIREMENTS
FOR CONSIDERATION OF DEVELOPMENT AGREEMENTS**

PART I, APPLICATION

- A. Authority for Adoption; Purpose; consistency with State Law
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PART III, DEVELOPMENT RIGHTS; PERIODIC REVIEW

- L. Development Rights
- M. Periodic Review

PART I – APPLICATION

A. Authority for Adoption; Purpose; Consistency with State Law

These regulations are adopted under the authority of Government Code Sections 65864 et seq. The City's consideration and approval of a development agreement is discretionary; there is no requirement to approve such an agreement. The purpose of a development agreement is to assure the developer certain vested rights to proceed with a development over time. In exchange, the developer proposes and the City accepts certain public benefits that would not otherwise be required for the project. In any conflict or interpretation issue between these provisions and requirements of state law, state law will control.

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1. An application for a development agreement must be submitted to the Development Services ("DS") Department. The minimum requirements for the application and the information and data are set forth in Section B.2 below.
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- e. a map drawn to scale showing the property and the property lines for the properties within 300 feet of the exterior boundary lines of the subject property. This includes the names of all the streets and of the assessor's parcel numbers (APNs) of each parcel shown on the map;
- f. the names and mailing addresses as listed on the latest assessment roll of the owners of the property shown on the map;
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The developer's cost may be subject to partial reimbursement over time as other properties develop;

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review permit, subdivision map or other land use entitlement pertaining to the same property.

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2. Approval of a development agreement is a legislative act. Even if the findings set forth in subsection (4) below can be made, the City Council, in its sole discretion, may deny approval of the development agreement on the grounds that the development agreement is not in the public interest.
3. After the Planning Commission has made a recommendation to the City Council, the City Council's action to modify the proposal may, but need not be, referred back to the Planning Commission for its review and recommendation, without the necessity for a further public hearing before the Planning Commission.
4. The Council shall not approve the development agreement unless it (a) includes all of the mandatory requirements of Government Code section 65865.2 and (b) the Council finds the agreement is consistent with the General Plan and any applicable specific plan (Gov't. Code §65867.5.).

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3. Within ten days after the City enters into a development agreement, the City Clerk shall record a copy with the County Recorder. (Gov't. Code §65868.5.)

PART III- DEVELOPMENT RIGHTS; PERIODIC REVIEW

L. Development Rights.

The City's regulations and official policies governing the permitted uses of land, density, design, improvement and constructions standards and specifications applicable to development of the property shall be those regulations and official policies in effect at the time of the agreement, unless otherwise provided in the development agreement. However:

1. the development agreement may not authorize regulations not permitted under the City's zoning ordinance.
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3. in subsequent actions applicable to the property, a development agreement does not prevent the City from applying new regulations and policies which do not conflict with those in effect at the time of the agreement. (Gov't. Code §65866.)
4. if state or federal laws or regulations enacted after a development agreement has been entered into prevent or preclude compliance with one or more provisions of the development agreement, those provisions shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. (Gov't. Code §65869.5.)

M. Periodic Review

The DS Director shall on an annual basis and at any other time that the he or she determines to be appropriate, review the extent of good faith substantial compliance by the developer with the terms and conditions of the development agreement. The periodic review shall be limited in scope to compliance with the terms and conditions of the development agreement. The costs of

notice and related costs incurred by the City for the annual review shall be borne by the developer. Failure of the City to conduct a periodic review shall not constitute a waiver by the City of its rights to enforce the provisions of a development agreement, nor shall a developer have or assert any defense to such enforcement by reason of such failure to conduct a periodic review.

AGENDA ITEM 6

REQUEST

CONSIDER CANCELLATION OF AUGUST 2, 2016 REGULAR CITY COUNCIL MEETING

EXECUTIVE SUMMARY

Consider cancellation of the regular City Council meeting scheduled for August 2, 2016.

DISCUSSION

The City Council has the legal authority to establish meeting dates and times and to reschedule or cancel such meetings with proper and timely public notice. The City Council has conducted numerous workshops and special meetings and has expeditiously conducted business during 2016.

The City has traditionally minimized business items for Council consideration at the first meeting of August each year. This practice allows the Mayor and City Council members to participate in National Night Out, which is recognized nationwide as a cohesive effort to promote involvement in crime prevention activities, police-community partnerships, neighborhood camaraderie. A review of upcoming agenda items (based on Commission actions, City Council requests and Department operating demands) suggests that there are no items of public significance scheduled for the August 2, 2016 regular City Council meeting. This is not to suggest that the normal conduct of City business is not of importance to the public – simply that there are no pending Public Hearings or items beyond routine items of business to be considered.

Therefore, staff suggests that the regular City Council meeting of August 2, 2016 be cancelled and resume business at the regular City Council meeting on August 16, 2016.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact associated with this discussion item.

RECOMMENDATION

Staff recommends that Council consider cancelling the City Council meeting scheduled for Tuesday, August 2, 2016, and provide direction to staff.

Prepared by: Nora Pimentel, City Clerk

Reviewed by: Bill Sartor, City Attorney
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

AGENDA ITEM 7

REQUEST

INTRODUCTION OF AN ORDINANCE AMENDING SECTION 3.08.580, ARTICLE 12, OF THE TRACY MUNICIPAL CODE WHICH REGULATES THE ESTABLISHMENT OF SPECIAL SPEED ZONES

EXECUTIVE SUMMARY

To assist the Police Department in enforcing posted traffic speed on streets using radar equipment, it is necessary to establish speed limits in accordance with the requirements of the California Vehicle Code (CVC). The CVC requires completion of engineering and traffic surveys to establish posted speeds on streets once every five years. Staff has recently completed engineering and traffic surveys to update speed limits on 31 arterial and collector streets (49 segments) in accordance with the CVC and California Manual of Uniform Traffic Control Devices and recommends introduction of an ordinance updating and amending special speed zones.

DISCUSSION

The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets. To assist the Police Department in fully utilizing the equipment, it is necessary to establish speed limits in accordance with the requirements of the California Vehicle Code (CVC). To legally use radar equipment for speed enforcement, engineering and traffic surveys are needed to establish posted speeds once every five years.

Section 3.08.580, Article 12, of the Tracy Municipal Code (TMC) establishes speed zones on various streets in the City. The speed limit on streets is established on the basis of engineering and traffic surveys and the applicable traffic engineering standards. Speed limits in the vicinity of schools are posted in accordance with the requirements of the CVC and the California Manual of Uniform Traffic Control Devices (CA MUTCD). Since these surveys are good for a period of five years, the amendment to the TMC is necessary every five years to update these surveys resulting in an update of posted speeds.

An engineering and traffic survey was completed on a total of 49 segments of arterial and collector streets by the Engineering Division. This survey will update the posted speeds and provide the basis for the proposed amendments of the TMC, thus resulting in continuation of special speed zones with updated speed limits on the street segments listed in Exhibit A.

This update to the TMC will establish radar enforceable speed limit zones for segments on arterial and collector streets including Balboa Drive, Beechnut Avenue, Beverly Place Brookview Drive, Buthman Avenue, Central Avenue Chester Drive, Chrisman Road, Clover Road, Corral Hollow Road, Cypress Drive, Dominique Drive, Eaton Avenue, Fourth Street, Grant Line Road, Henley Parkway, Joe Pombo Parkway, Lammers Road, Lankershire Drive, Larch Road, Lowell Avenue, Middlefield Drive, Paradise Avenue,

Pescadero Avenue, Portola Way, Richard Drive, Schulte Road, Sequoia Boulevard, Sixth Street, Tenth Street, Third Street, and Valpico Road.

The speed survey shows that existing speed limits on only two street segments should be changed and the posted speed on the remaining streets segments will remain unchanged. The following table lists the proposed changes on two street segments:

Street	Segment	Previously Established	Newly Established	Change
Paradise Avenue	Grant Line Road to North City Limits	40	45	5 mph up
Schulte Road	Tracy Blvd. to Mac Arthur Drive	35	40	5 mph up

The following new roadway segments are added or amended to the ordinance for radar enforcement.

Street	Segment	Previously Posted	Newly Established	Change
Chrisman Road	Grant Line road to Paradise Avenue	35	40	5 mph up
Chrisman Road	Paradise Avenue to RR Tracks (south of Paradise Ave)	35	40	5 mph up
Grant Line Road	West City Limits/Byron Road to Corral Hollow Road	40	40	-
Paradise Avenue	Grant Line Road to Chrisman Road	35	40	5 mph up

The recommendations are primarily based upon the 85th percentile speed of surveyed moving vehicles on those streets with consideration given to the existing road site conditions such as street alignment, classification, collision history, etc. These considerations allow further adjustment of the surveyed speed based upon the above conditions in accordance with the provisions of the CVC. The recommended speed limits have already been adjusted for such considerations.

In the event the new speed survey recommendations indicate the difference between the existing established speed limits and the new survey recommendations by 5 mph (either up or down), the speed limits are recommended for adjustment to meet the current recommendations.

The Police Department has reviewed the surveys and concurs with the proposed speed limits. A copy of the proposed Ordinance Amendment is provided as Exhibit C. Exhibit D provides an updated table for TMC section 3.08.580.

A copy of all engineering and traffic surveys certified as correct by the City Engineer will be maintained in the Engineering Division files with a duplicate copy on file with the Police Department (Exhibit E).

FISCAL IMPACT

No direct fiscal impact.

RECOMMENDATION

That City Council introduce an ordinance amending Section 3.08.580, "Special Speed Zones," Article 12, of the Traffic Regulations of the Tracy Municipal Code.

Prepared by: Ripon Bhatia, Senior Civil Engineer

Reviewed by: Robert Armijo, City Engineer
Andrew Malik, Development Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Exhibit – A List
Exhibit – B Map
Exhibit – C Ordinance
Exhibit – D Table for TMC Section 3.05.580
Exhibit – E Engineering & Traffic Speed Survey Report

EXHIBIT A

Sr. No.	SEGMENT	FROM	TO	EX SPEED LIMIT	85TH %ILE	50TH %ILE	AVERAGE SPEED	PACED SPEED	PROPOSED SPEED
1	BALBOA DRIVE	PORTALA WAY	KAVANAGH AVENUE	25	31	26	26.74	21-30	25
2	BEECHNUT AVENUE	SEQUIA BLVD	TRACY BLVD.	30	35	31	31.07	27-36	30
3	BEVERLY PLACE	LINCOLN BLVD.	TRACY BLVD.	25	31	26	26.75	23-32	25
4	BROOKVIEW DRIVE	REIDS WAY	GLENBROOK DRIVE	25	32	28	28.19	23-32	25
5	BROOKVIEW DRIVE	REGIS DRIVE	REIDS WA	30	35	31	31.28	26-35	30
6	BUTHMAN AVENUE	GRANTLINE ROAD	KAVANAGH AVENUE	25	31	27	26.69	22-31	25
7	BUTHMAN AVENUE	KAVANAGH	CLOVER ROAD	25	29	25	25.42	22-31	25
8	CENTRAL AVENUE	SCHULTE ROAD	TRACY BLVD.	30	37	30	32.78	28-37	30
9	CHESTER DRIVE	EATON AVENUE	LOWELL AVENUE	25	29	25	25.12	20-29	25
10	CHRISMAN ROAD	GRANTLINE ROAD	PARADISE AVENUE	35	43	36	36.54	31-40	40
11	CHRISMAN ROAD	PARADISE AVENUE	RR TRACKS (SOUTH END)	35	45	38	38.32	33-42	40
12	CLOVER ROAD	WEST CITY LIMITS	TRACY BLVD.	25	30	26	26.17	21-30	25
13	CLOVER ROAD	HOLLY DRIVE	TRACY BLVD.	25	32	28	28.49	23-32	25
14	CORRAL HOLLOW ROAD	S/O LINNE	I-580	50	55	50	49.13	46-55	50
15	CORRAL HOLLOW ROAD	ELEVENTH STREET	LOWELL AVENUE	40	42	38	38.64	34-43	40
16	CORRAL HOLLOW ROAD	LOWELL AVENUE	GRANT LINE ROAD	40	44	40	39.68	36-45	40
17	CORRAL HOLLOW ROAD	GRANTLINE ROAD	NORTH CITY LIMITS	35	41	37	37.88	33-42	35

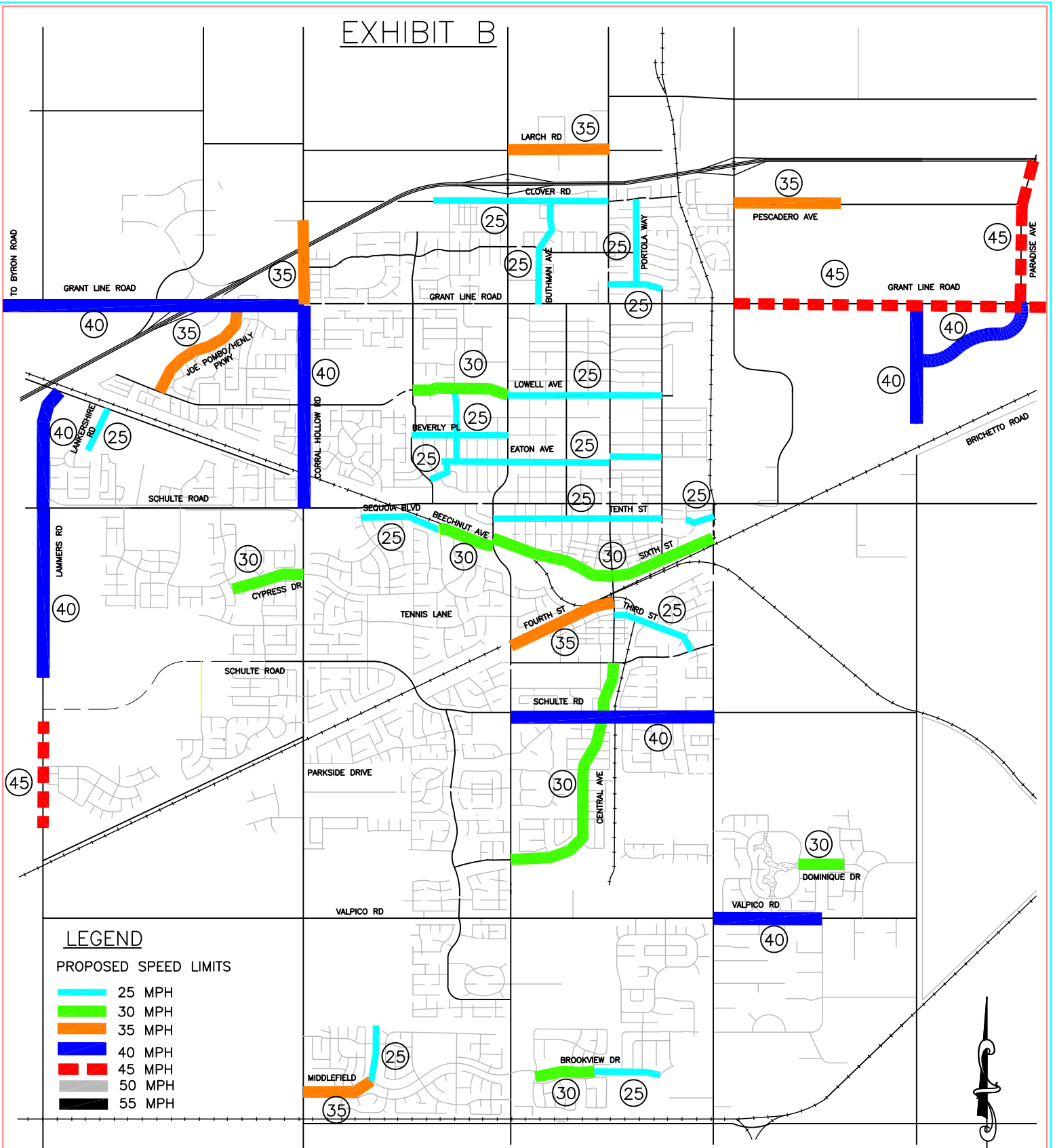
EXHIBIT A

Sr. No.	SEGMENT	FROM	TO	EX SPEED LIMIT	85TH %ILE	50TH %ILE	AVERAGE SPEED	PACED SPEED	PROPOSED SPEED
18	CYPRESS DRIVE	CORRAL HOLLOW ROAD	SUMMER LANE	30	35	30	30.25	26-35	30
19	DOMINIQUE DRIVE	EASTLAKE CIRCLE	ELLISAGARY DRIVE	30	36	31	32.01	27-36	30
20	EATON AVENUE	RICHARD DRIVE	TRACY BLVD.	25	31	26	25.93	20-29	25
21	EATON AVENUE	TRACY BLVD.	EAST STREET	25	28	24	24.31	19-28	25
22	FOURTH STREET	TRACY BLVD.	CENTRAL AVENUE	35	40	34	34.74	30-39	35
23	GRANT LINE ROAD	WEST CITY LIMITS	I-205	40	46	41	41.56	36-45	40
24	GRANT LINE ROAD	I-205	CORRAL HOLLOW ROAD	40	43	38	38.27	35-44	40
25	GRANT LINE ROAD	MAC ARTHUR DRIVE	SKYLARK AVENUE	40	48	42	41.68	36-45	40
26	GRANT LINE ROAD	SKYLARK AVENUE	CHRISMAN ROAD	45	50	46	45.37	41-50	45
27	GRANT LINE ROAD	CHRISMAN ROAD	EAST CITY LIMITS	45	50	46	45.8	40-49	45
28	HENLEY PARKWAY	LOWELL AVENUE	BRIDLE CREEK DR	35	40	36	36.37	30-39	35
29	JOE POMBO PARKWAY	BRIDLE CREEK DR	GRANT LINE ROAD	35	39	35	35.09	30-39	35
30	LAMMERS ROAD	ELEVENTH STREET	BYRON ROAD	40	45	41	40.61	37-46	40
31	LAMMERS ROAD	CL at REDBRIDGE	SCHULTE ROAD	45	50	45	45.02	42-51	45
32	LANKERSHIRE DRIVE	MONTGOMERY LANE	BYRON ROAD		32	28	28.33	25-34	25
33	LARCH ROAD	HOLLY DRIVE	TRACY BLVD.	35	36	30	30.15	24-33	35
34	LOWELL AVENE	TRACY BLVD.	EAST STREET	25	26	23	23.15	19-28	25

EXHIBIT A

Sr. No.	SEGMENT	FROM	TO	EX SPEED LIMIT	85TH %ILE	50TH %ILE	AVERAGE SPEED	PACED SPEED	PROPOSED SPEED
35	LOWELL AVENE	LINCOLN BLVD.	TRACY BLVD.	30	35	31	31.2	27-36	30
36	MIDDLEFIELD DRIVE	CORRAL HOLLOW ROAD	WHISPERING WIND DRIVE	35	39	34	33.86	29-38	35
37	MIDDLEFIELD DRIVE	WHISPERING WIND DRIVE	PEONY DRIVE	25	30	26	25.81	21-30	25
38	PARADISE AVENUE	GRANTLINE ROAD	CHRISMAN ROAD		43	39	33.98	36-45	40
39	PARADISE AVENUE	NORTH CITY LIMITS	GRANT LINE ROAD	40	51	43	43.22	38-47	45
40	PESCADERO AVENUE	MAC ARTHUR DRIVE	1/2 MILE EAST OF MAC ARTHUR	35	40	35	35.28	30-39	35
41	PORTOLA WAY	HOLLY DRIVE	ENTRADA WAY	25	31	26	26.65	23-32	25
42	RICHARD DRIVE	LINCOLN BLVD.	EATON AVENUE	25	26	22	22.09	17-26	25
43	SCHULTE ROAD	TRACY BLVD.	MAC ARTHUR DRIVE	35	44	40	40.22	35-44	40
44	SEQUIA BLVD.	ALDEN GLEN DRIVE	BEECHNUT AVNEU	25	32	28	27.96	22-31	25
45	SIXTH STREET	TRACY BLVD.	MAC ARTHUR DRIVE	30	37	34	32.86	29-38	30
46	TENTH STREET	CIVIC CENTER DRIVE	MAC ARTHUR DRIVE	25	27	22	22.66	19-28	25
47	TENTH STREET	TRACY BLVD.	EAST STREET	25	30	27	26.89	23-32	25
48	THIRD STREET	CENTRAL AVENUE	MT DIABLO AVENUE	25	32	28	28.25	23-32	25
49	VALPICO ROAD	MAC ARTHUR DRIVE	FAIROAKS DRIVE	40	47	43	42.76	37-46	40

EXHIBIT B



LEGEND

PROPOSED SPEED LIMITS

- 25 MPH
- 30 MPH
- 35 MPH
- 40 MPH
- 45 MPH
- 50 MPH
- 55 MPH



TRAFFIC SPEED SURVEY
UPDATE 2015

DESIGNED BY
RB
DRAWN BY
RB
CHECKED BY
RB
SCALE
NTS

REVISIONS		
SYMBOL	DATE	APPROVED

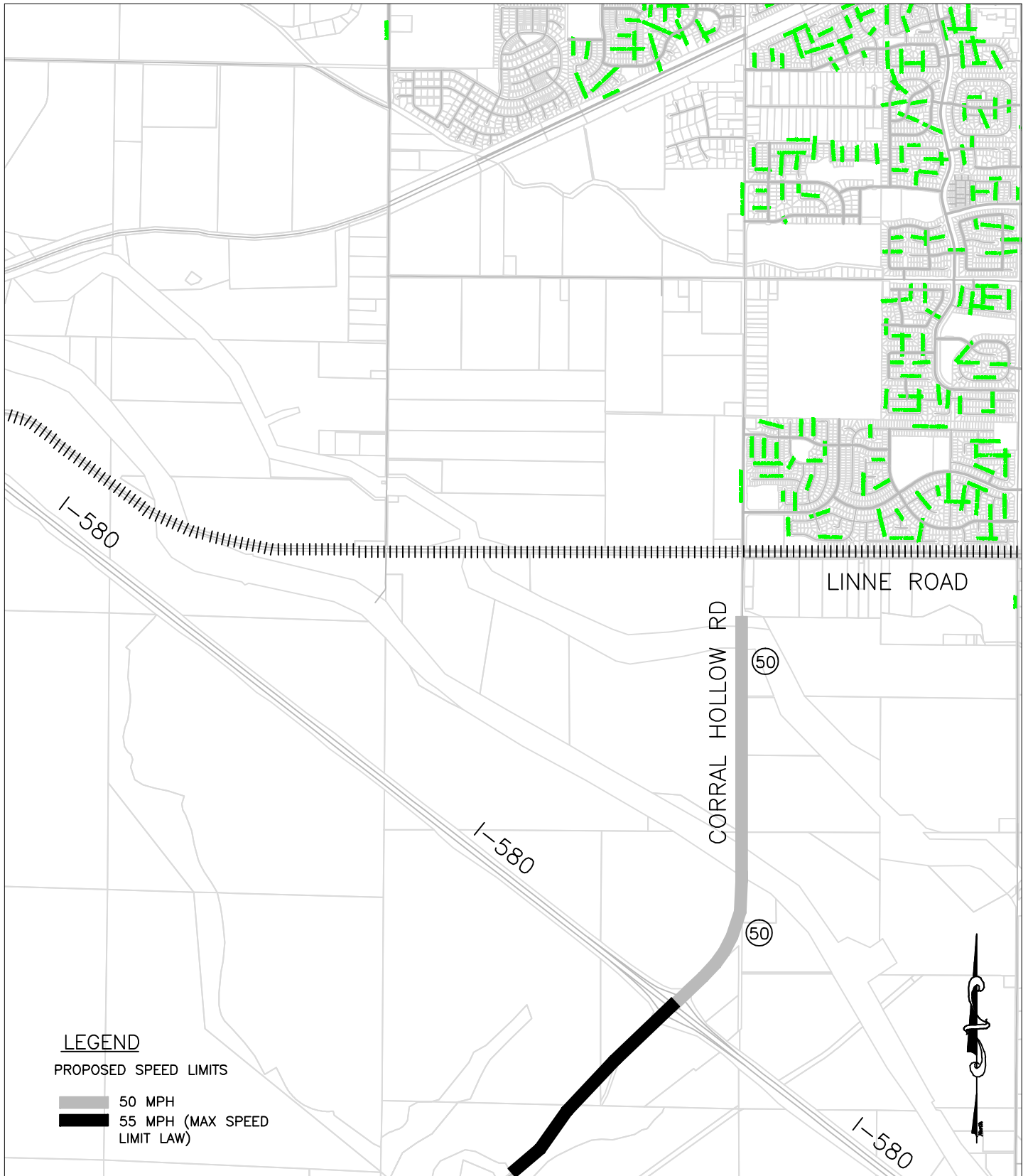
SHEET 1
OF 2 SHEETS

CITY OF TRACY

APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN.
CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR
ERRORS AND/OR OMISSION THAT MAY BE PRESENT ON THESE PLANS.

KULDEEP SHARMA CITY ENGINEER DATE: _____

EXHIBIT B



TRAFFIC SPEED SURVEY
 UPDATE 2015

DESIGNED BY
 RB
 DRAWN BY
 RB
 CHECKED BY
 RA
 SCALE
 NTS

REVISIONS			
SYMBOL	DATE	DESCRIPTION	APPROVED

SHEET 2
 OF 2 SHEETS

CITY OF TRACY

APPROVED FOR CONSTRUCTION SUBJECT TO THE DATA SHOWN.
 CITY OF TRACY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR
 ERRORS AND/OR OMISSION THAT MAY BE PRESENT ON THESE PLANS.

KULDEEP SHARMA CITY ENGINEER

DATE

ORDINANCE _____

AMENDING SECTION 3.08.580, OF CHAPTER 3.08
(TRAFFIC REGULATIONS) OF TITLE 3 (PUBLIC SAFETY)
OF THE TRACY MUNICIPAL CODE

WHEREAS, The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets, and

WHEREAS, Subsection (c) of California Vehicle Code section 40803 provides that evidence of conducting a speed zone survey within the last five years to establish the prima facie speed for a local street or road shall constitute a prima facie case that such local street or road is not a speed trap for the purposes of radar enforcement, and

WHEREAS, City staff completed an Engineering & Traffic survey in May 2016, and

WHEREAS, The survey shows prima facie speed limits for certain new street portions as set forth below, and

NOW THEREFORE, The City Council of the City of Tracy, does ordain as follows:

SECTION 1: Amended Section. Section 3.08.580 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to add the Declared Prima Facie Speed Limit (Miles per Hour) for the below described street portions:

<u>Name of Street or Portion Affected</u>	<u>Declared Prima Facie Speed Limit (Miles per Hour)</u>
- Chrisman Road	
Grant Line Road to Paradise Avenue	40
Paradise Avenue to RR Tracks (south of Paradise Ave)	40
- Grant Line Road	
West City Limits/Byron Road to Corral Hollow Road	40
- Lankershire Drive	
Montgomery Lane to Byron Road	25
- Paradise Avenue	
Grant Line Road to Chrisman Road	40

SECTION 2: Amended Section. Section 3.08.580 of Chapter 3.08 of Title 3 of the Tracy Municipal Code is hereby amended to change the previously established Declared Prima Facie Speed Limit (Miles per Hour) for the below described street portions:

<u>Name of Street or Portion Affected</u>	<u>Declared Prima Facie Speed Limit (Miles per Hour)</u>
- Paradise Avenue Grant Line Road to North City Limits	45
- Schulte Road Tracy Blvd. to Mac Arthur Drive	40

SECTION 3: Remaining sections. Except as herein added or changed, the remaining sections of the Tracy Municipal Code, including the Declared Prima Facie Speed Limit (Miles per Hour) for the Portions of Streets not set forth above, shall remain in full force.

SECTION 4: 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 5: Constitutionality. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6: Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption.

SECTION 7: Publication. This Ordinance shall be published once in the Trivalley Herald, a newspaper of general circulation, within fifteen (15) days from and after its final passage and adoption.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 7th day of June 2016, and finally adopted on the _____ day of _____, 2016, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

Exhibit D

3.08.580 Special speed zone Table

Name of Street or Portion Affected	Declared Prima Facie Speed Limit (Miles per Hour)
- Arbor Road	
Holly Drive to Mac Arthur Drive	35
- Balboa Drive	
Portola Way to Clover Road	25
- Barcelona Drive	
Cypress Drive to Schulte Road	25
- Beechnut Avenue	
Sequoia Boulevard to Tracy Boulevard	30
- Beverly Place	
Lincoln Boulevard to Tracy Boulevard	25
- Bricchetto Road	
Chrisman Road to east City limits	50
- Brookview Drive	
Regis Drive to Reids Way	30
Reids Way to Glenbrook Drive	25
- Buthmann Avenue	
Grant Line Road to Clover Road	25
- Byron Road	
Corral Hollow Road to Lammers Road	40
- Central Avenue	
Sycamore Parkway to Tracy Boulevard	35
Tracy Boulevard to Mount Diablo Avenue	30
Mount Diablo Avenue to Eleventh Street	25
- Chester Drive	
Eaton Avenue to Lowell Avenue	25
- Chrisman Road	
Grant Line Road to Paradise Ave	40
Paradise Avenue to RR Tracks (south of Paradise Ave)	40

Valpico Road to north City limits	45
- Clover Road	
West City limits to Holly Drive	25
- Corral Hollow Road	
North City limits to Grant Line Road	35
Grant Line Road to Eleventh Street	40
Eleventh Street to Parkside Drive	40
Parkside Drive to Valpico Road (City limits)	40
Valpico Road to Linne Road (City limits)	45
1100' south of Linne Road to I-580	50
I-580 to South City Limits	55
- Crossroads Avenue	
Greystone Drive to Eleventh Street	35
Eleventh Street to Gaines Lane	30
- Cypress Drive	
Hickory Avenue to Corral Hollow Road	25
Corral Hollow Road to Summer Lane	30
- Dominique Drive	
Eastlake Circle to Elissagary Drive	30
- Dove Drive/Way	
Sycamore Parkway to Starflower Drive	25
- East Lake Circle	
Crater Place to Lakeview Drive (East side)	25
Crater Place to Lakeview Drive (West side)	25
- East Street	
Sixth Street to Grant Line Road	25
- Eaton Avenue	
Richard Drive to East Street	25
- Eleventh Street	
West City limits to Lammers Road	55
Lammers Road to Corral Hollow Road	45
Corral Hollow Road to Lincoln Boulevard	35

Lincoln Boulevard to Tracy Boulevard	30
Tracy Boulevard to East Street	30
East Street to the east City limits	35
- Entrada Way	
Grant Line Road to Portola Way	25
- Fabian Road	
Lammers Road to Mamie Anderson Lane	35
- Fourth Street	
Tracy Boulevard to Central Avenue	35
- Glenbriar Drive	
Valpico Road to Glenbriar Circle	30
- Glenbrook Drive	
Brookview Drive to MacArthur Drive	25
- Grant Line Road	
West City limits/Byron Road to Corral Hollow Road	40
Corral Hollow Road to Tracy Boulevard	40
Tracy Boulevard to MacArthur Drive	40
MacArthur Drive to east City Limits	45
- Hansen Road	
Schulte Road to I-205 (City Limits)	50
- Henley Parkway	
Lowell Avenue to Bridle Creek Drive	35
- Holly Drive	
Eleventh Street to Clover Road	25
Clover Road to the north City limits	35
- Jackson Avenue	
Crossroads Drive to Jefferson Parkway	25
- Jefferson Parkway	
Eleventh Street to Jackson Avenue	30
- Joe Pombo Parkway	
Bridle Creek Drive to Grant Line Road	35
- Kavanagh Avenue	

Corral Hollow Road to Tracy Boulevard	25
Tracy Boulevard to Balboa Drive	25
- Lammers Road	
Eleventh Street to Byron Road	40
Eleventh Street to City Limits south of Jaguar Run	45
Redbridge Drive to Schulte Road (City Limits)	45
- Lankershire Drive	
Montgomery Lane to Byron Road	25
- Larch Road	
Tracy Boulevard to Holly Drive	35
- Lauriana Lane	
Schulte Road to Cypress Avenue	30
- Lincoln Boulevard	
Eleventh Street to Grant Line Road	30
- Linne Road	
West City limits to east City limits	45
- Lowell Avenue	
Blanford Lane to Corral Hollow Road	30
Corral Hollow Road to Lincoln Boulevard	30
Lincoln Boulevard to Tracy Boulevard	30
Tracy Boulevard to East Street	25
- MacArthur Drive	
South City limits to Fair Oaks Drive	35
Fair Oaks Drive to Valpico Road	40
Valpico to Schulte Road	40
Schulte Road to SPRR Tracks	40
SPRR Tracks to Eleventh Street	30
Eleventh Street to I-205 Interchange	40
I-205 Interchange to north City limits	40
- Middlefield Drive	
Corral Hollow Road to Whispering Wind Drive	35
Whispering Wind Drive to Peony Drive	25

- Mountain House Parkway	
Schulte Road to Berkeley Road	40
Berkeley Road to I-205 (City Limits)	45
- Mt. Diablo Avenue	
Tracy Boulevard to Central Avenue	25
Central Avenue to MacArthur Drive	25
- Naglee Road	
Grant Line Road to north City limits	35
- Orchard Parkway	
Lowell Avenue to Grant Line Road	35
- Paradise Avenue	
Grant Line Road to north City limits	45
Chrisman Road to Grant Line Road	40
- Parker Avenue	
Eleventh Street to Grant Line Road	25
- Parkside Drive	
Winter Lane to Corral Hollow Road	25
- Pescadero Avenue	
MacArthur Drive to 2,500' east of MacArthur Drive	35
2,500' east of MacArthur Drive to east City limits	40
- Portola Way	
Holly Drive to Entrada Way	25
- Presidio Place	
Jackson Avenue to Compton Place	25
- Richard Drive	
Lincoln Boulevard to Eaton Avenue	25
- Schulte Road	
Corral Hollow Road to Tracy Boulevard	40
Tracy Boulevard to MacArthur Drive	40
Corral Hollow Road to west City limits (along RR tracks)	45
Corral Hollow Road to Mabel Josephine Drive	35
East City Limits to Hansen Road	50

Hansen Road to Mountain House Parkway	40
- Sequoia Boulevard	
Alden Glen Drive to Beechnut Street	25
- Sixth Street	
Tracy Boulevard to MacArthur Drive	30
- Starflower Drive	
Corral Hollow Road to Dove Drive/Way	25
- Summer Lane	
Eleventh Street to Brittany Place	25
- Sycamore Parkway	
Tracy Boulevard to Valpico Road	30
Valpico Road to Schulte Road	35
- Tennis Lane	
Corral Hollow Road to Jill Drive	25
Tracy Boulevard to Corral Hollow Road	25
- Tenth Street	
Tracy Boulevard to East Street	25
Civic Center Drive to Mac Arthur Drive	25
- Third Street	
Central Avenue to Mt. Diablo Avenue	25
- Tracy Boulevard	
South City limits to Linne Road	40
Linne Road to Valpico Road	45
Valpico to Schulte Road	40
Schulte Road to Sixth Street	35
Sixth Street to Lowell Avenue	35
Lowell Avenue to Grant Line Road	35
Grant Line Road to Larch Road	35
Larch Road to the north City limits	35
- Valpico Road	
West City limits to Tracy Boulevard	40
Tracy Boulevard to MacArthur Drive	40

MacArthur Drive to Fair Oaks Drive	40
Fair Oaks Drive to east City limits	45
- Whispering Wind Drive	
St. Regis Drive to Tracy Boulevard	30
Tracy Boulevard to Middlefield Drive	30

The declared prima facie or maximum speed limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised except on the basis of an engineering and traffic survey. The provisions of this section shall not apply in respect to the twenty-five (25) mile per hour prima facie speed limit which is applicable when passing a school building or the grounds thereof

City of Tracy

Engineering & Traffic Speed Survey Report 2015



Think Inside the Triangle™

**Traffic Section
Engineering Division
Development Services Department**

Index

Item Description	Page
Title	
Index	1
Introduction	2
Study Procedures	3
Traffic & Engineering Studies	5
Engineering & traffic surveys recommendations	6

2015 Speed Zone Surveys Report

I. INTRODUCTION

This report presents the results of Traffic and Engineering Surveys conducted in 2014 by Traffic Engineering Staff of Development Services Department. The surveys were conducted to establish safe and reasonable speed limits for arterial and collector streets. The findings of this report will enable the City to justify radar enforcement of speed limits in these roadways, as indicated in Section 40802 of the California Vehicle Code. Portions of the following City streets were investigated:

- Balboa Drive
- Beechnut Avenue
- Beverly Place
- Brookview Drive
- Buthman Avenue
- Central Avenue
- Chester Drive
- Chrisman Road
- Clover Road
- Corral Hollow Road
- Cypress Drive
- Dominique Drive
- Eaton Avenue
- Fourth Street
- Grant Line Road
- Henly Parkway
- Joe Pombo Parkway
- Lammers Road
- Lankershire Drive
- Larch Road
- Lowell Avenue
- Middlefield Drive
- Paradise Avenue
- Pescadero Avenue
- Portola Way
- Richard Drive
- Schulte Road
- Sequoia Blvd
- Sixth Street
- Tenth Street
- Third Street
- Valpico Road

II. STUDY PROCEDURES

Section 22352, from the California Vehicle Code requires a 25 mph prima facie speed limit on streets in residential or business district, 15 mph at railroad grade crossings, highway intersections with sight restrictions and in any alley. However, upon the basis of an Engineering and Traffic survey, a local authority may declare speed limits of 30, 35, 40, 45, 50, 55, 60, or a maximum of 65 mph in order to facilitate the orderly movement of traffic. Section 22356 currently sets the maximum speed limit at 65 mph. Also, except as provided in Section 22356, Section 22349 (b) Notwithstanding any other provisions of law, no person may drive vehicle upon a two lane, undivided highway at a speed greater than 55 miles per hour unless that highway, or portion thereof, has been posted for higher speed by local agency on the bases of an engineering and traffic survey. Prima facie speed limits can be posted without the need for engineering and traffic surveys. The required elements in such Engineering and Traffic Survey are outlined in Section 627 of the Code. This report adopts the aforementioned guidelines in formulating the recommendations in this report

The principle elements in this study of the selected streets are highlighted below:

Radar Check

Each street was divided into segments to account for its differing roadway characteristics. Variations in roadway segments include street width, and other significant geometric factors and constraints. One speed check was made in each section from an inconspicuously parked, unmarked vehicle. Every effort was made to insure that the presence of the vehicle does not affect the driving behavior of other motorists. A minimum of 100 samples was obtained for each section of major Roadway. All field data were coded onto standard forms for subsequent computer analysis.

Data Analysis

For each survey section, computer analysis and calculations were performed on the field data to obtain several key parameters. The computer analysis printouts are included in the appendix of this report. A list of these parameters and a brief discussion of each follow:

50th Percentile Speed. The 50th percentile speed is the speed above and below which 50 percent of the sample speeds lie. This is also known as the median or middle speed.

85th Percentile Speed. The 85th percentile speed, or the critical speed, is the speed at or below which 85 percent of the observed vehicles are traveling. Traffic engineers generally consider that at least 85 percent of all motorists will drive at speeds that are reasonable and prudent for the prevailing conditions, without the benefit of posted speed limits, signs, or enforcement. Therefore, the 85th percentile speed is a good preliminary indicator of the appropriate speed limit that can be imposed, after taking into consideration all other secondary factors such as historical accident occurrence, traffic volumes, road features, and other special constraints.

Pace Speed. The pace speed is the ten-mile-per-hour increment that contains the greatest number of observed vehicles. In general, the 85th percentile speed and the

recommended speed limit should lie within the upper range of the pace. This parameter is also a good indicator of a reasonable and appropriate speed limit.

Range of Speeds. The range of speeds is simply the speeds of the fastest and slowest vehicles observed. A large range of speeds, say in excess of 30 mph, indicates unfavorable road conditions that lead to inconsistent traffic stream and great likelihood of traffic collisions.

Average Speed. The average speed is a simple arithmetic mean of all speeds observed in a single sample.

Accident Review

At this point, a good initial estimate of the appropriate speed limit for each of the street sections has been determined. However, as a first check, it is necessary to validate these estimates by carefully reviewing the historical accident occurrences within the last three years. The location and severity of accident occurrences, of well as their frequency are considered before a final speed limit is recommended for each road section.

Field Check

After performing the radar checks, data analyses, and accident review, a final field check was made. A Development and Engineering Department, Traffic Division engineer drove each of the selected street segments while “floating” with prevailing traffic to determine the traffic speed that is reasonable from the driver’s point of view.

In performing a field check, the driver needs to be fully aware of the aforementioned parameters and particularly cognizant of the 85th percentile speeds and the pace speed. The driver evaluates the appropriateness of these values and notes the significance of other factors such as roadside development, driveways, parked vehicles, emergency shoulder areas, schools and playgrounds, pedestrians, roadway alignment, control, and numerous other intangible factors. These elements are given serious consideration in the determination of a reasonable and safe speed limit.

Reasonable limits are speeds at which motorists would drive without the effects of enforcement of signs. However, it is known that motorists tend to drive faster in residential districts away from their homes than the local residents would prefer.

People are more concerned about traffic speeds in their neighborhood than those elsewhere. This is not a tendency to willfully break the law, but rather a reflection of human behavior. Consequently, unlike multi-lane arterial roadways, where the 85th percentile speed closely approximates the posted speed limit, the 85th percentile speed on local residential streets may be much higher than the legal limit. In fact, it is not uncommon that the majority of the motorists, ever as high as 80 to 90 percent of those observed, travels in excess of the 25 mph prima facie residential speed limit. This fact does not imply that the 25 mph limit is inappropriate; it simply implies that the majority of the motorists are driving imprudently.

Frequent changes of the speed limit over a stretch of roadway need to be avoided in establishing speed limits. Varying the limits over a relatively short length of roadway may also be inappropriate. Speed limits that change every few blocks may accurately reflect prevailing

driving conditions on the street, but they do not give the motorist the opportunity to become aware of the lawful limit.

For the reasons mentioned above, the recommendations in this report are made to produce consistency in the speed limits, and are not intended to encourage unsafe speeds.

III. TRAFFIC AND ENGINEERING STUDIES

The following sections present the findings of the Engineering and Traffic surveys. Each of the roadway segments into which a street is divided is discussed separately, and recommendation on the speed limit is provided at the end of each sub-section. The 85th percentile speed and the recommended speed limits for the surveyed roadways are included.

IV. Engineering & Traffic Survey Recommendations

VEHICLE SPEED SURVEY REPORT

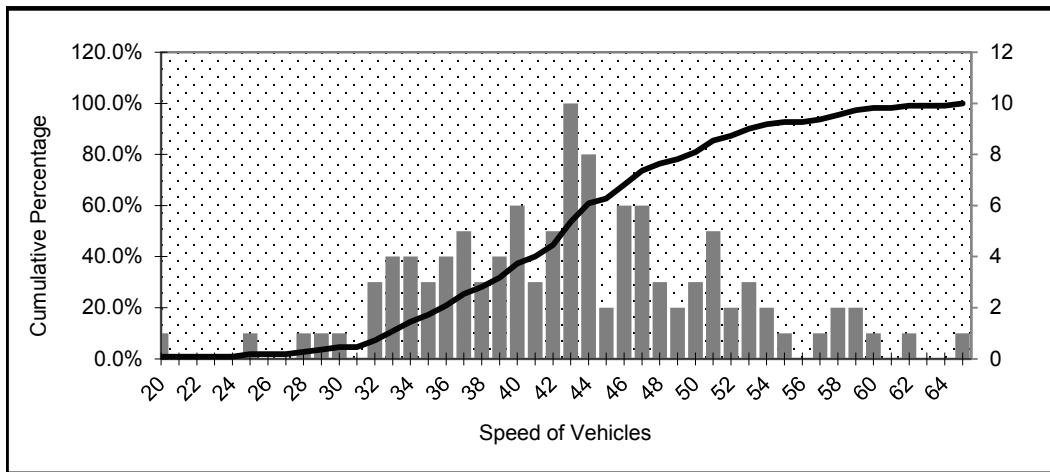
Location:	Balboa Drive (Portola Way to Clover Road)		
Date:	4/4/2016	Recorder:	RB
Begin Time:	11:26 AM	Direction:	North South
End Time:	12:35 PM	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

DATA COLLECTED	
Speed	Samples
18	2
19	1
20	2
21	5
22	7
23	8
24	12
25	10
26	10
27	6
28	7
29	12
30	4
31	5
32	6
33	2
34	1
35	1
36	1
37	2
38	0
39	1
40	0
41	1
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	106

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	26
Speed Range (mph)	18	41	85th Percentile (mph)	31
10 Mph Pace (mph)	21	30	Average Speed (mph)	26.74

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential Area, intersections,

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

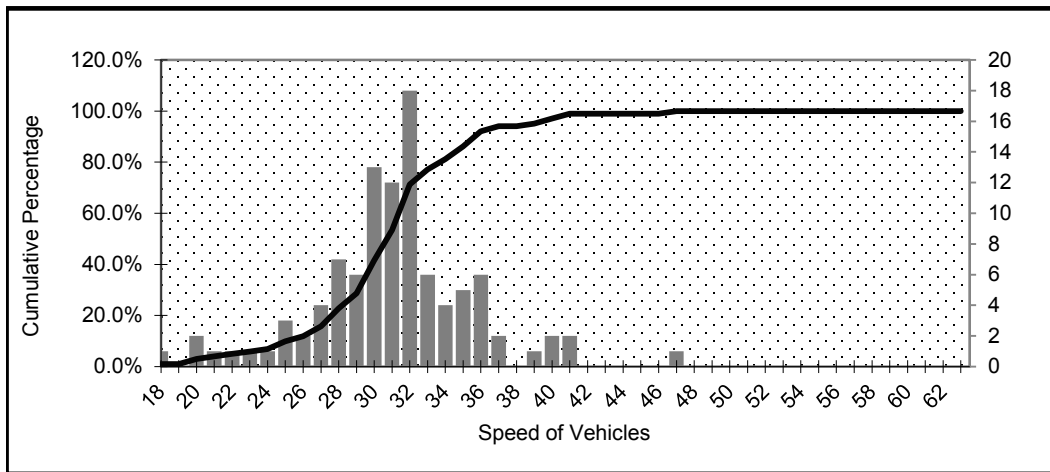
Location:	Beechnut Ave (Tracy Blvd to Sequoia Ave)		
Date:	10/21/2015	Recorder:	RB
Begin Time:	10:20 AM	Direction:	East / West
End Time:	11:37 AM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	30 MPH

DATA COLLECTED	
Speed	Samples
18	1
19	0
20	2
21	1
22	1
23	1
24	1
25	3
26	2
27	4
28	7
29	6
30	13
31	12
32	18
33	6
34	4
35	5
36	6
37	2
38	0
39	1
40	2
41	2
42	0
43	0
44	0
45	0
46	0
47	1
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	101

SUMMARY STATISTICS

Total Observed (vehicles)	101		50th Percentile (mph)	31
Speed Range (mph)	18	47	85th Percentile (mph)	35
10 Mph Pace (mph)	27	36	Average Speed (mph)	31.07


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 4 Collisions, 2 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential Driveways, Intermediate intersecitons

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 35 MPH Presence of driveways, residential area, intersections in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 30 MPH</p>
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VEHICLE SPEED SURVEY REPORT

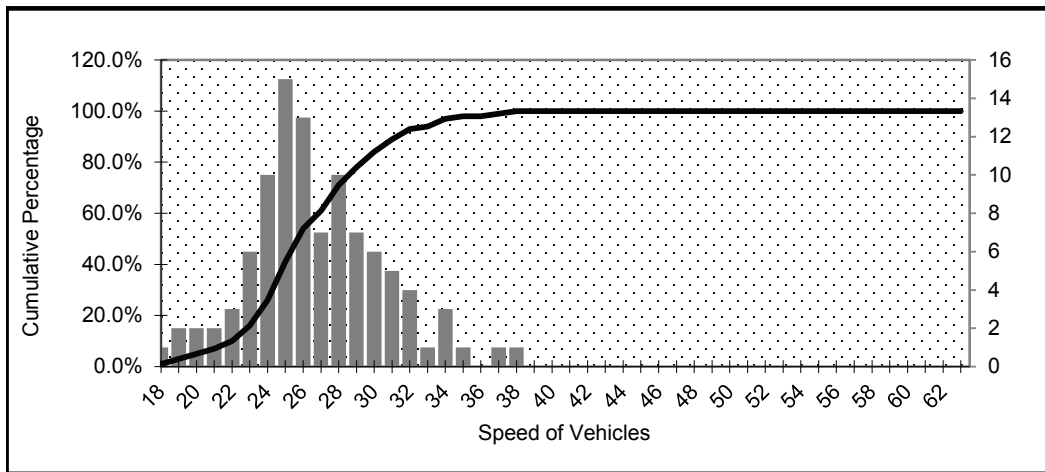
Location:	Beverly Pl (Tracy Blvd to Lincoln Blvd)		
Date:	10/26/2015	Recorder:	RB
Begin Time:	10:00 AM	Direction:	East West
End Time:	11:05 AM	Land use:	Residential
Day:	Thursday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
18	1
19	2
20	2
21	2
22	3
23	6
24	10
25	15
26	13
27	7
28	10
29	7
30	6
31	5
32	4
33	1
34	3
35	1
36	0
37	1
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	100

SUMMARY STATISTICS

Total Observed (vehicles)	100		50th Percentile (mph)	26
Speed Range (mph)	18	38	85th Percentile (mph)	31
10 Mph Pace (mph)	23	32	Average Speed (mph)	26.75

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 6 Collisions, 6 Intersection related, 2 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential driveways, intermediate intersections,

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of driveways, residential area, intersections curve and collisions in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

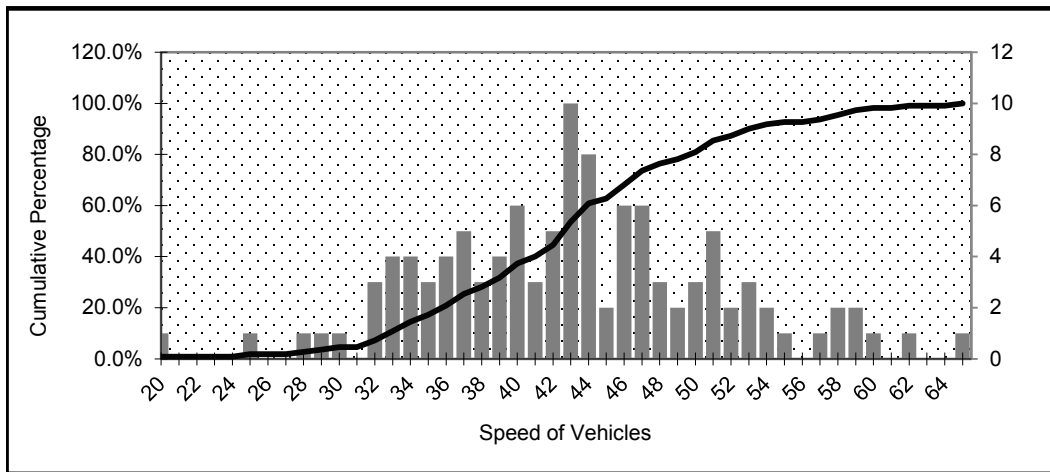
Location:	Brookview Drive (Glenbrook Drive to Rieds Way)		
Date:	9/23/2015	Recorder:	RB
Begin Time:	2:02 PM	Direction:	East West
End Time:	2:51 PM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
18	1
19	2
20	0
21	1
22	3
23	3
24	9
25	9
26	10
27	12
28	13
29	13
30	10
31	7
32	4
33	2
34	1
35	2
36	2
37	1
38	2
39	0
40	1
41	1
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	110

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	28
Speed Range (mph)	18	42	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.19

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Major collector, Curve
Volume (if known)	
Parking Considerations	Parking permitted in portion of this segment
Other Considerations	Park, Intermediate intersections, park area

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of bikelane, residential area, intersections curve and collisions in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

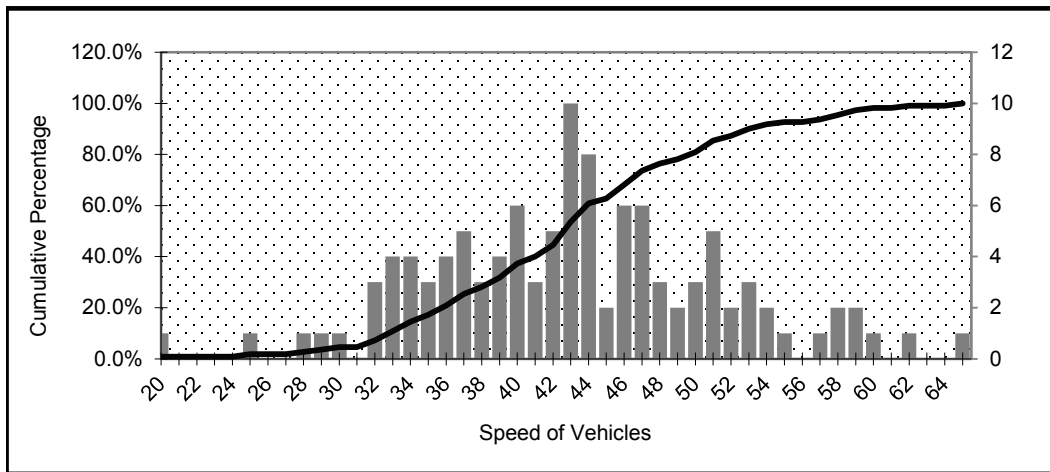
Location:	Brookview Drive (Reids Way to St Regis Drive)		
Date:	9/23/2015	Recorder:	RB
Begin Time:	10:11 AM	Direction:	East west
End Time:	11:45 PM	Land use:	Residential
Day:	Wednesday	Type:	Major Collector
Weather:	Sunny and Clear	Posted Limit:	30

DATA COLLECTED	
Speed	Samples
20	1
21	0
22	0
23	0
24	1
25	4
26	4
27	6
28	8
29	12
30	13
31	9
32	11
33	9
34	7
35	6
36	4
37	3
38	3
39	0
40	1
41	0
42	2
43	1
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	105

SUMMARY STATISTICS

Total Observed (vehicles)	105		50th Percentile (mph)	31
Speed Range (mph)	20	43	85th Percentile (mph)	35
10 Mph Pace (mph)	26	35	Average Speed (mph)	31.28

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions, 3 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane with TWLTL, Residential Area
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Bike Lane, Park Area, Residential subdivisions, Pedestrian cro

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 35 MPH Presence of bike lanes, intersections, park collisions, and curve in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 30 MPH</p>
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VEHICLE SPEED SURVEY REPORT

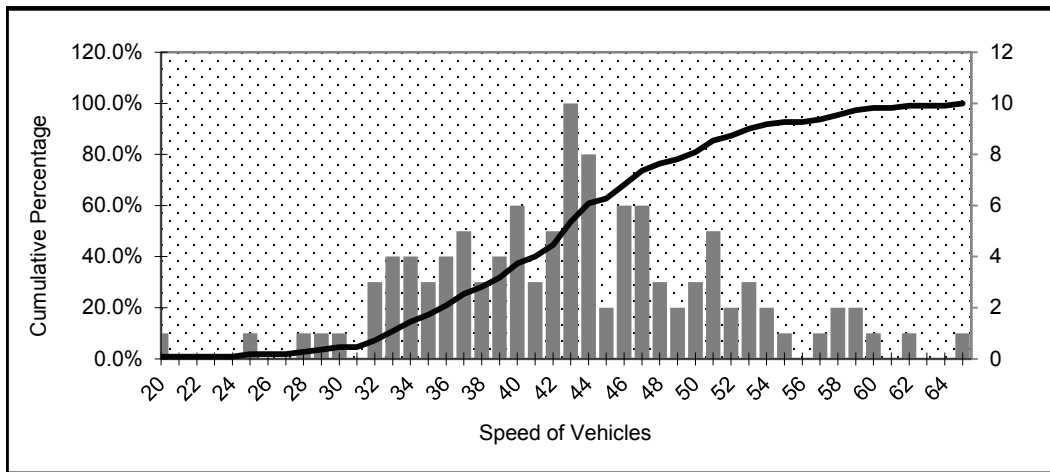
Location:	Buthman Road (Grant Line Road to Kavanagh Ave)		
Date:	10/29/2015	Recorder:	RB
Begin Time:	10:20 AM	Direction:	North / South
End Time:	12:20 PM	Land use:	Residential
Day:	Thursday	Type:	Residential Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
20	4
21	5
22	5
23	11
24	8
25	8
26	8
27	10
28	12
29	8
30	6
31	7
32	5
33	3
34	0
35	1
36	2
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	103

SUMMARY STATISTICS

Total Observed (vehicles)	103		50th Percentile (mph)	27
Speed Range (mph)	20	36	85th Percentile (mph)	31
10 Mph Pace (mph)	22	31	Average Speed (mph)	26.69

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 6 Collisions, 5 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential driveways, intermediate intersections,

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of driveways, residential area, intersections curve and collisions in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

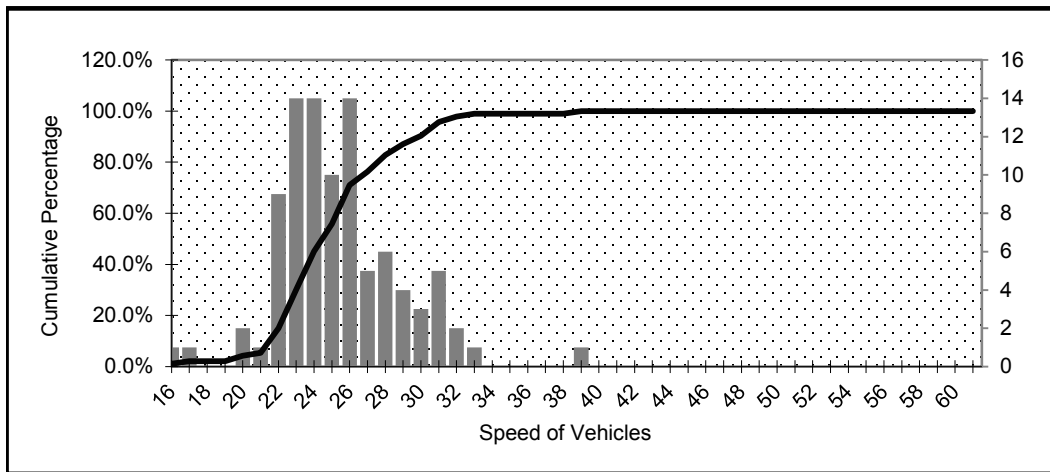
Location:	Buthman Ave (Kavanagh Ave to Clover Rd)		
Date:	11/3/2015	Recorder:	RB
Begin Time:	10:57 AM	Direction:	North/South
End Time:	12:08 PM	Land use:	Residential
Day:	Tuesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
16	1
17	1
18	0
19	0
20	2
21	1
22	9
23	14
24	14
25	10
26	14
27	5
28	6
29	4
30	3
31	5
32	2
33	1
34	0
35	0
36	0
37	0
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	93

SUMMARY STATISTICS

Total Observed (vehicles)	93		50th Percentile (mph)	25
Speed Range (mph)	16	39	85th Percentile (mph)	29
10 Mph Pace (mph)	22	31	Average Speed (mph)	25.42

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential driveways, intermediate intersections,

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of driveways, residential area, intersections curve and collisions in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

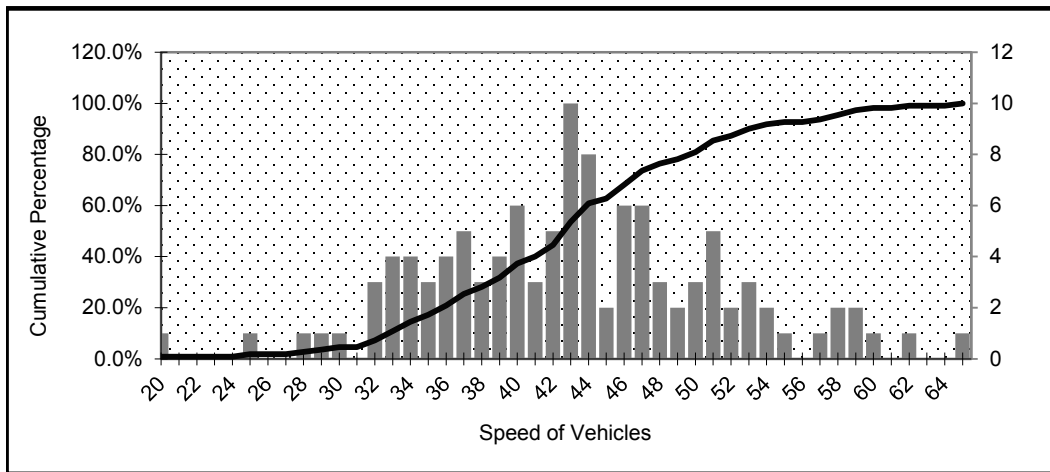
Location:	Central Avenue (Schulte Road and Tracy Blvd.)		
Date:	11/3/2015	Recorder:	RB
Begin Time:	11:08 AM	Direction:	North Souht
End Time:	11:35 AM	Land use:	Residential
Day:	Tuesday	Type:	Minor Arteria
Weather:	Sunny and Clear	Posted Limit:	30 MPH

DATA COLLECTED	
Speed	Samples
25	3
26	2
27	1
28	9
29	6
30	12
31	7
32	10
33	12
34	8
35	12
36	3
37	8
38	3
39	2
40	1
41	1
42	2
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	1
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
Total	103

SUMMARY STATISTICS

Total Observed (vehicles)	103		50th Percentile (mph)	33
Speed Range (mph)	25	50	85th Percentile (mph)	37
10 Mph Pace (mph)	28	37	Average Speed (mph)	32.78


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 22 Collisions, 16 Intersection related, 4 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four Lane Minor Arterial Roadway, Curve
Volume (if known)	
Parking Considerations	Parking permitted in certain areas
Other Considerations	Residential Driveways, School Zone, Park, Curve, Merging

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 35 MPH Presence of residential driveways, intersections, collisions parking, school and park in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 30 MPH</p>
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VEHICLE SPEED SURVEY REPORT

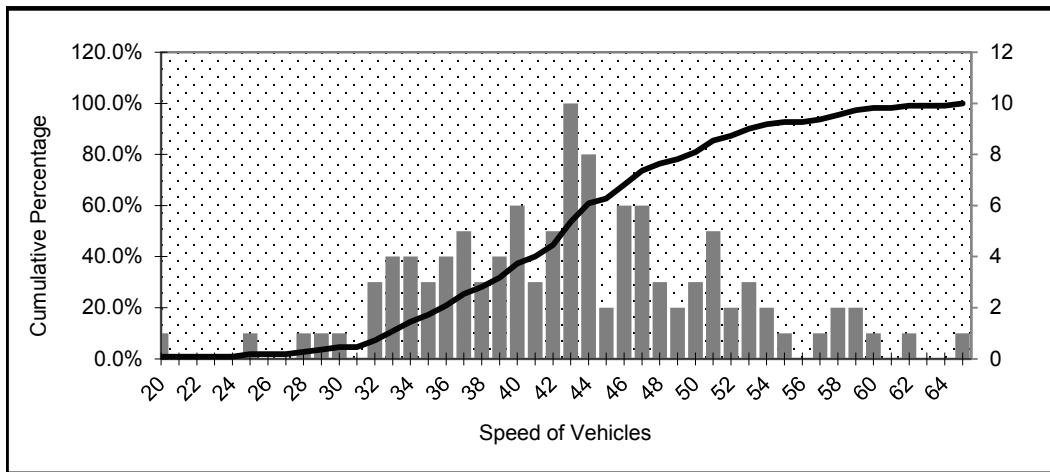
Location:	Chester Avenue (Eaton Avenue to Lowell Avenue)		
Date:	11/12/2015	Recorder:	RB
Begin Time:	1:25 PM	Direction:	North South
End Time:	2:40 PM	Land use:	Residential
Day:	Monday	Type:	Residential Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
17	1
18	3
19	5
20	4
21	5
22	8
23	11
24	10
25	15
26	12
27	7
28	11
29	7
30	3
31	3
32	0
33	0
34	2
35	3
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	110

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	25
Speed Range (mph)	17	35	85th Percentile (mph)	29
10 Mph Pace (mph)	20	29	Average Speed (mph)	25.12

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions, 3 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector
Volume (if known)	
Parking Considerations	Parking permitted on both sides
Other Considerations	Schools in vicinity, residential driveways

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, collisions parking, school and park in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

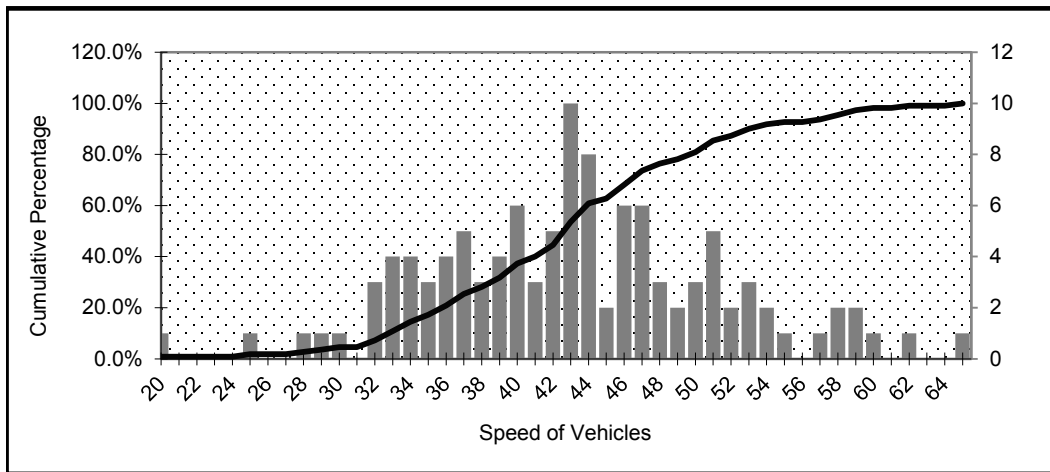
Location:	Chrisman Road (Grant Line Road to Paradise Avenue)		
Date:	3/29/2016	Recorder:	RB
Begin Time:	1:30 PM	Direction:	North South
End Time:	2:45 PM	Land use:	Industrial/Aggricultural
Day:	Tuesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	35

DATA COLLECTED	
Speed	Samples
22	1
23	1
24	1
25	0
26	0
27	2
28	1
29	1
30	3
31	5
32	10
33	11
34	6
35	7
36	9
37	8
38	2
39	5
40	8
41	5
42	5
43	4
44	7
45	0
46	2
47	2
48	1
49	1
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
Total	108

SUMMARY STATISTICS

Total Observed (vehicles)	108		50th Percentile (mph)	36
Speed Range (mph)	22	49	85th Percentile (mph)	43
10 Mph Pace (mph)	31	40	Average Speed (mph)	36.54

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 1 Collisions, 0 Intersection related, 1 speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two lane major arterial roadway with wide median island
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Bike Lane, Lane drop, trucks

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of industrial driveways, trucks, low shoulder, and collisions this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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VEHICLE SPEED SURVEY REPORT

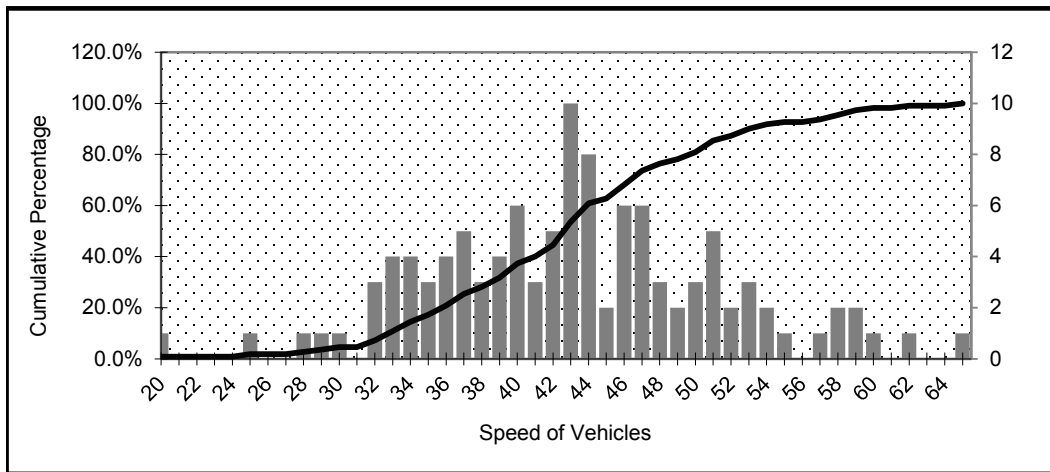
Location:	Chrisman Road (Paradise Avenue to RR Tracks)		
Date:	3/29/2016	Recorder:	RB
Begin Time:	11:45 AM	Direction:	North South
End Time:	12:45 PM	Land use:	Industrial
Day:	Tuesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	35

DATA COLLECTED	
Speed	Samples
22	1
23	0
24	1
25	0
26	1
27	0
28	2
29	1
30	2
31	2
32	2
33	6
34	6
35	10
36	9
37	10
38	9
39	4
40	5
41	8
42	6
43	4
44	1
45	4
46	2
47	3
48	2
49	1
50	1
51	1
52	1
53	2
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
Total	107

SUMMARY STATISTICS

Total Observed (vehicles)	107		50th Percentile (mph)	38
Speed Range (mph)	22	53	85th Percentile (mph)	45
10 Mph Pace (mph)	33	42	Average Speed (mph)	38.32

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 1 Collisions, 1 Intersection related, 1 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four lane major arterial roadway with wide median island, merge
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Bike Lane, Lane Merge, Lane drop, intersecitons, trucks

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of industrial driveways, trucks, lane merging, and collisions this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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VEHICLE SPEED SURVEY REPORT

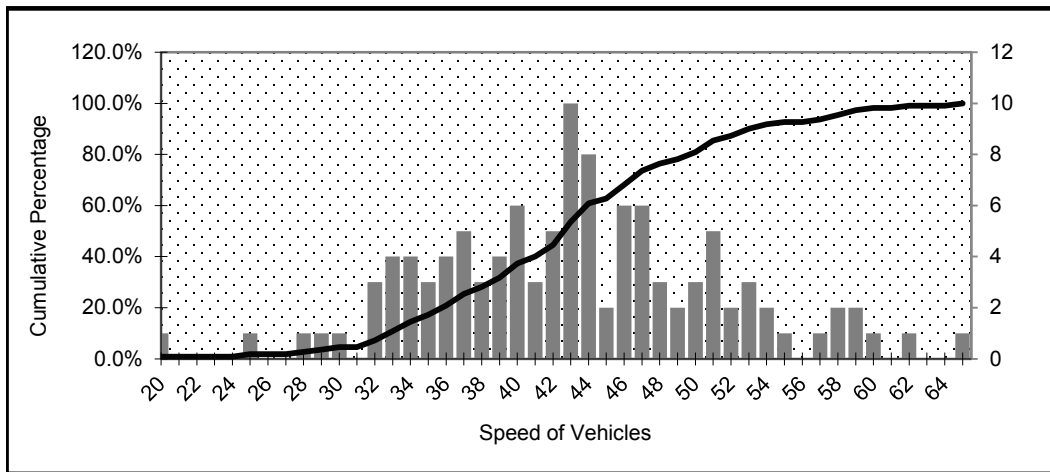
Location:	Clover Road (West City Limits to Tracy Blvd.)		
Date:	8/3/2015	Recorder:	RB
Begin Time:	1:10 PM	Direction:	East West
End Time:	2:37 PM	Land use:	Residential/Commerical
Day:	Monday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
17	1
18	2
19	6
20	2
21	5
22	6
23	6
24	13
25	13
26	16
27	8
28	8
29	8
30	10
31	5
32	3
33	4
34	2
35	1
36	1
37	0
38	1
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	121

SUMMARY STATISTICS

Total Observed (vehicles)	121		50th Percentile (mph)	26
Speed Range (mph)	17	38	85th Percentile (mph)	30
10 Mph Pace (mph)	21	30	Average Speed (mph)	26.17


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 19 Collisions, 12 Intersection related, 5 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lanes Collector, residential and commercial driveways
Volume (if known)	
Parking Considerations	No Parking permitted in major portion of the segment
Other Considerations	Residential driveways, Commercial driveways

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of residential and commercial driveways, collisions, and intersections in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

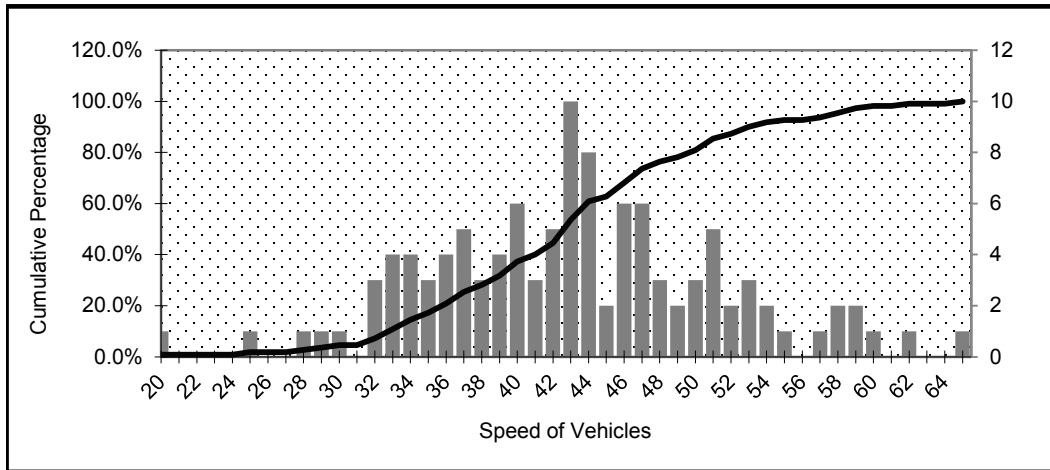
Location:	Clover Road (Holly Drive to Tracy Blvd.)		
Date:	2/25/2016	Recorder:	RB
Begin Time:	10:00 AM	Direction:	East West
End Time:	10:48 AM	Land use:	Residential/Commercial
Day:	Thursday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

DATA COLLECTED	
Speed	Samples
18	1
19	1
20	0
21	0
22	1
23	6
24	12
25	12
26	9
27	6
28	8
29	9
30	10
31	14
32	9
33	2
34	2
35	1
36	2
37	1
38	1
39	0
40	0
41	1
42	0
43	0
44	1
45	1
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	110

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	28
Speed Range (mph)	18	45	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.49

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 21 Collisions, 11 Intersection related, 6 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane, Residential driveways, Commercial driveways
Volume (if known)	
Parking Considerations	On street parking along major portion permitted
Other Considerations	Residential Area

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of residential and commercial driveways, collisions, and intersections in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

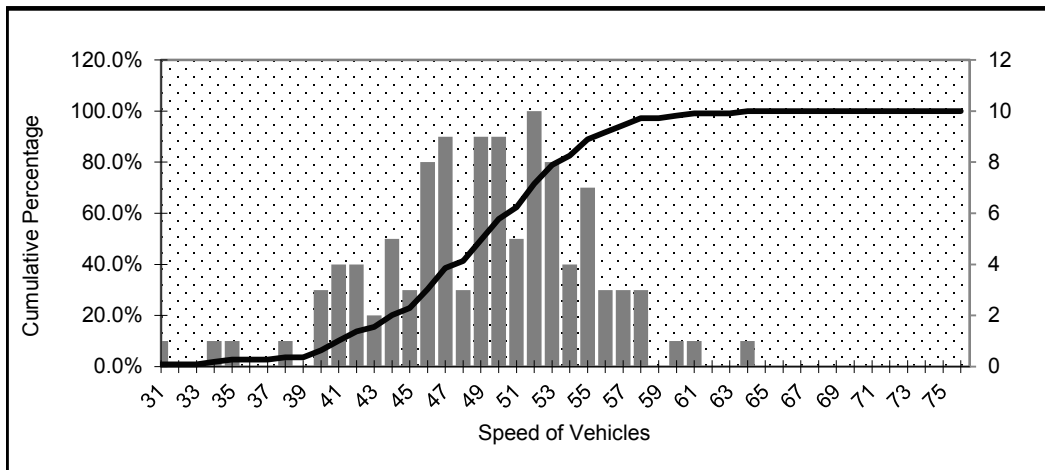
Location:	Corral Hollow Rd (1100' South of Linne Road to I-580)		
Date:	10/21/2015	Recorder:	RB
Begin Time:	2:30 PM	Direction:	North / South
End Time:	3:00pm	Land use:	Aggricultural
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	50

DATA COLLECTED	
Speed	Samples
31	1
32	0
33	0
34	1
35	1
36	0
37	0
38	1
39	0
40	3
41	4
42	4
43	2
44	5
45	3
46	8
47	9
48	3
49	9
50	9
51	5
52	10
53	8
54	4
55	7
56	3
57	3
58	3
59	0
60	1
61	1
62	0
63	0
64	1
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
76	0
Total	109

¶

Total Observed (vehicles)	109		50th Percentile (mph)	50
Speed Range (mph)	31	64	85th Percentile (mph)	55
10 Mph Pace (mph)	46	55	Average Speed (mph)	49.13


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 5 Collisions, 0 Intersection related, 1 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Major Arterial, Curve
Volume (if known)	
Parking Considerations	Rural Area, No parking
Other Considerations	No Shoulder, Curve, Narrow Width

RECOMMENDATIONS & NOTES

 <p style="text-align: center;">Think Inside the Triangle™</p>	<p>85th percentile indicates speed of 55 MPH Presence of curve, low shoulder, narrow bridges collisions and trucks in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 50 MPH</p>
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VEHICLE SPEED SURVEY REPORT

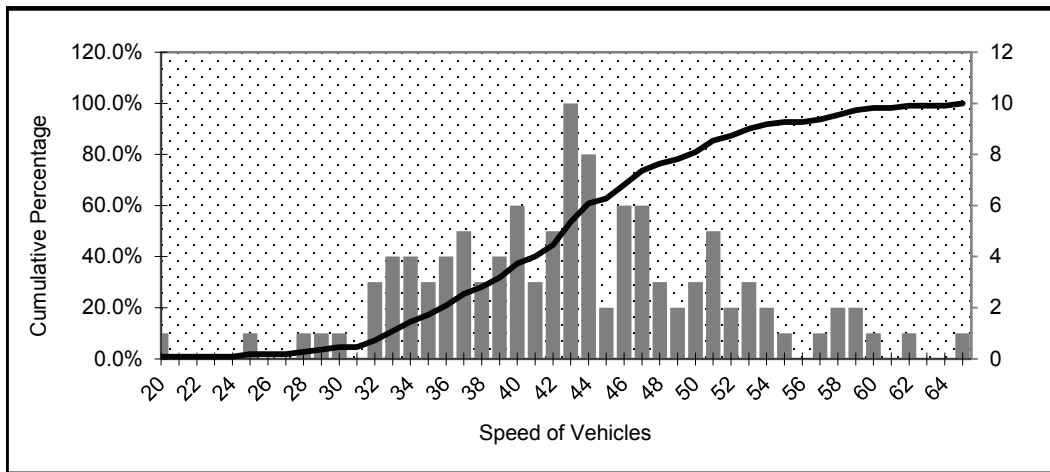
Location:	Corral Hollow Road (Eleventh Street to Lowell Avenue)		
Date:	9/22/2016	Recorder:	RB
Begin Time:	1:42 PM	Direction:	North South
End Time:	2:07 PM	Land use:	Residential
Day:	Tuesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	40

DATA COLLECTED	
Speed	Samples
30	1
31	2
32	1
33	2
34	6
35	12
36	12
37	14
38	15
39	8
40	14
41	8
42	9
43	7
44	3
45	2
46	1
47	2
48	2
49	1
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	1
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
Total	123

SUMMARY STATISTICS

Total Observed (vehicles)	123		50th Percentile (mph)	38
Speed Range (mph)	30	62	85th Percentile (mph)	43
10 Mph Pace (mph)	34	43	Average Speed (mph)	38.88

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 77 Collisions, 60 Intersection related, 23 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four lane major arterial roadway with wide median island
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Major Retail Area, Senior Care facility, Bike Lane

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of bike lanes, intersections, school collisions, and lane merges in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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VEHICLE SPEED SURVEY REPORT

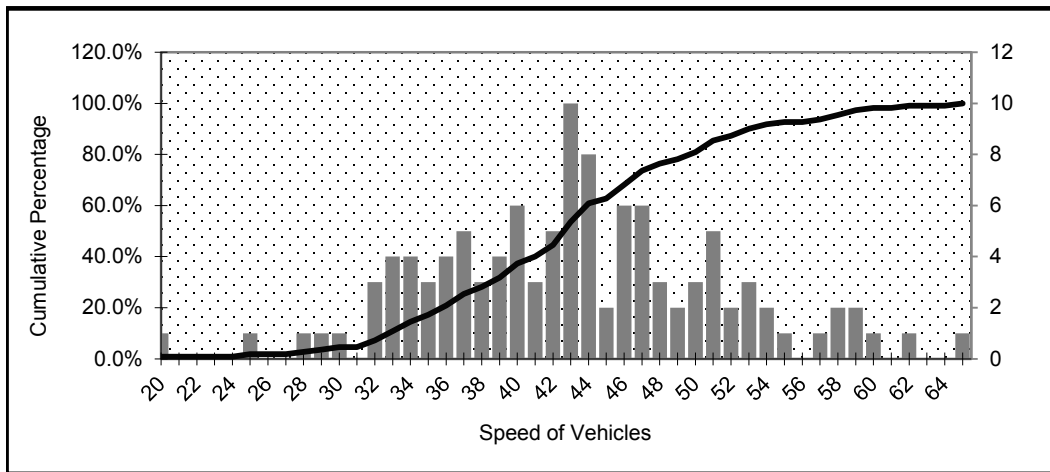
Location:	Corral Hollow Road (Lowell Avenue to Grant Line Road)		
Date:	9/22/2016	Recorder:	RB
Begin Time:	2:10 PM	Direction:	North South
End Time:	2:40 PM	Land use:	Residential
Day:	Tuesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	40

DATA COLLECTED	
Speed	Samples
30	1
31	1
32	0
33	2
34	4
35	3
36	13
37	10
38	11
39	9
40	16
41	10
42	12
43	3
44	5
45	4
46	3
47	3
48	1
49	1
50	1
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
Total	113

SUMMARY STATISTICS

Total Observed (vehicles)	113		50th Percentile (mph)	40
Speed Range (mph)	30	50	85th Percentile (mph)	44
10 Mph Pace (mph)	36	45	Average Speed (mph)	39.68

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 53 Collisions, 43 Intersection related, 13 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four lane major arterial roadway with wide median island
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	School frontage, Bike Lane, residential driveway

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of bike lanes, intersections, school collisions, and curve in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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VEHICLE SPEED SURVEY REPORT

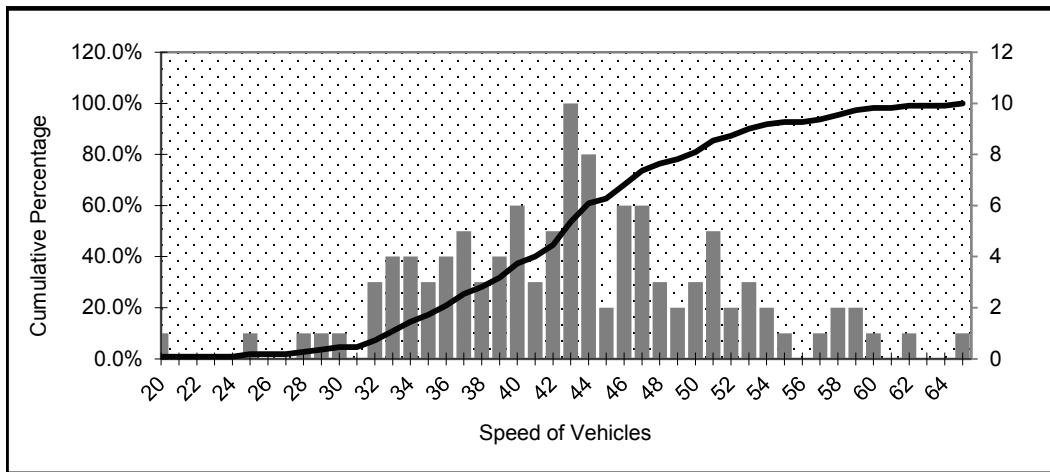
Location:	Corral Hollow Road (Grant Line Road to North City Limits)		
Date:	2/25/2016	Recorder:	RB
Begin Time:	11:00 AM	Direction:	North South
End Time:	11:30 AM	Land use:	Residential
Day:	Thursday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	35

DATA COLLECTED	
Speed	Samples
31	3
32	3
33	3
34	8
35	17
36	12
37	16
38	14
39	13
40	10
41	6
42	4
43	0
44	3
45	1
46	0
47	2
48	3
49	2
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
76	0
Total	120

SUMMARY STATISTICS

Total Observed (vehicles)	120		50th Percentile (mph)	37
Speed Range (mph)	31	49	85th Percentile (mph)	41
10 Mph Pace (mph)	33	42	Average Speed (mph)	37.88

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 26 Collisions, 24 Intersection related, 6 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four lane major arterial roadway with wide median island
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Bike Lane, Lane Merge, Lane drop, intersecitons, Mall entry

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 40 MPH Presence of residnetial driveways, bike lane, intersections lane merging, and collisions this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 35 MPH</p>
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VEHICLE SPEED SURVEY REPORT

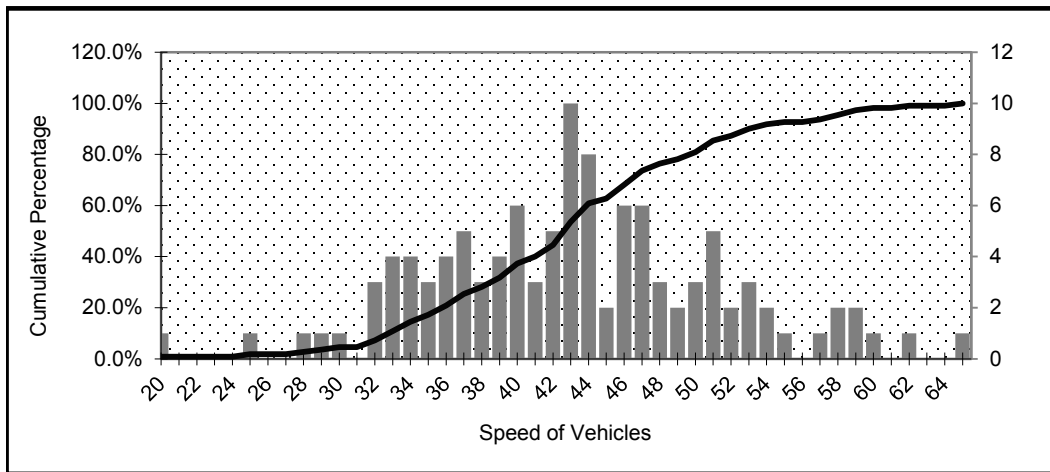
Location:	Cypress Drive (Corral Hollow to Summer Lane)		
Date:	4/5/2016	Recorder:	RB
Begin Time:	1:35 PM	Direction:	East West
End Time:	2:30 PM	Land use:	Residential
Day:	Tuesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	30

DATA COLLECTED	
Speed	Samples
22	1
23	2
24	4
25	3
26	11
27	10
28	16
29	11
30	9
31	8
32	8
33	5
34	7
35	9
36	3
37	4
38	1
39	2
40	0
41	1
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
Total	116

SUMMARY STATISTICS

Total Observed (vehicles)	116		50th Percentile (mph)	30
Speed Range (mph)	22	42	85th Percentile (mph)	35
10 Mph Pace (mph)	26	35	Average Speed (mph)	30.25

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 5 Collisions, 4 Intersection related, 3 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four lane major arterial roadway with wide median island
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Bike Lane, Park, Residential Area, Intersections, Curve

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 35 MPH Presence of bikelane, residential driveways, intersections curve, collisions, and park in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 30 MPH</p>
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VEHICLE SPEED SURVEY REPORT

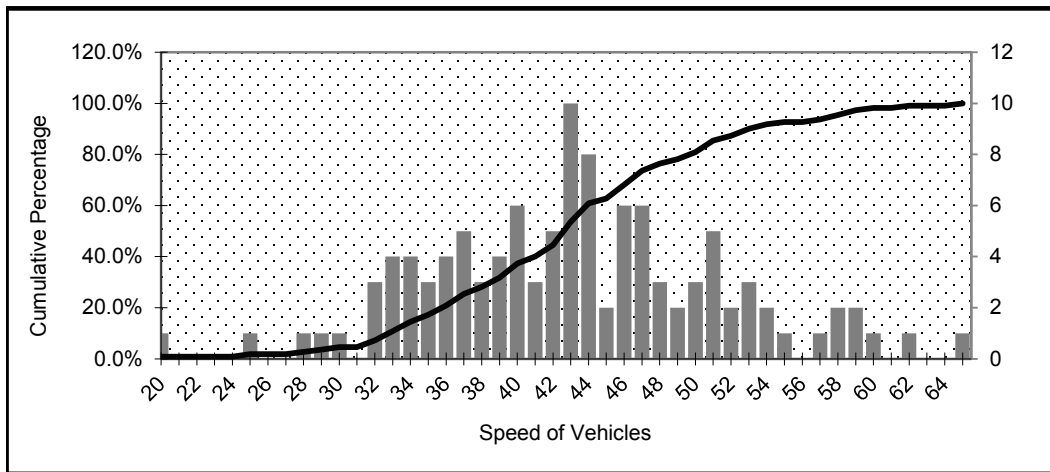
Location:	Dominique Avenue (Eastlake Drive to Elissagary Drive)		
Date:	11/12/2015	Recorder:	RB
Begin Time:	10:05 AM	Direction:	East West
End Time:	12:05 PM	Land use:	Residential
Day:	Thursday	Type:	Residential Collector
Weather:	Sunny and Clear	Posted Limit:	30 MPH

DATA COLLECTED	
Speed	Samples
22	2
23	0
24	1
25	2
26	3
27	5
28	9
29	13
30	8
31	12
32	6
33	9
34	6
35	9
36	9
37	2
38	2
39	2
40	1
41	0
42	0
43	2
44	2
45	0
46	0
47	1
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
Total	106

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	31
Speed Range (mph)	22	47	85th Percentile (mph)	36
10 Mph Pace (mph)	27	36	Average Speed (mph)	32.01

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions, 2 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector roadways
Volume (if known)	
Parking Considerations	parking permitted in this segment
Other Considerations	residential driveways, residential area, bike lanes

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 35 MPH Presence of residential driveways, intersections, collisions parking, and nearby park in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 30 MPH</p>
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VEHICLE SPEED SURVEY REPORT

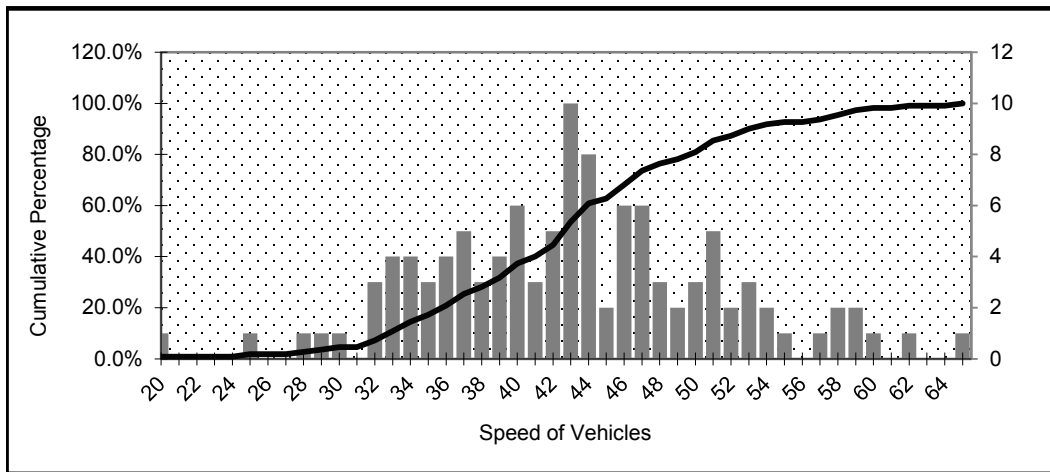
Location:	Eaton Avenue (Tracy Blvd. to Richard Avenue)		
Date:	3/1/2016	Recorder:	RB
Begin Time:	10:25 AM	Direction:	East West
End Time:	11:40 AM	Land use:	Residential/Commercial
Day:	Tuesday	Type:	Residential Colector
Weather:	Sunny and Clear	Posted Limit:	25

DATA COLLECTED	
Speed	Samples
15	1
16	1
17	1
18	5
19	3
20	5
21	6
22	5
23	8
24	7
25	9
26	8
27	8
28	8
29	9
30	5
31	4
32	4
33	1
34	2
35	0
36	1
37	2
38	2
39	0
40	0
41	0
42	0
43	1
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
Total	106

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	26
Speed Range (mph)	15	43	85th Percentile (mph)	31
10 Mph Pace (mph)	20	29	Average Speed (mph)	25.93

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 6 Collision, 4 Intersection related, 0 speed related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two lane with residential driveways
Volume (if known)	
Parking Considerations	On Street Parking allowed
Other Considerations	Residential area , interemdtate intersections

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections curve, collisions, and hospital in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

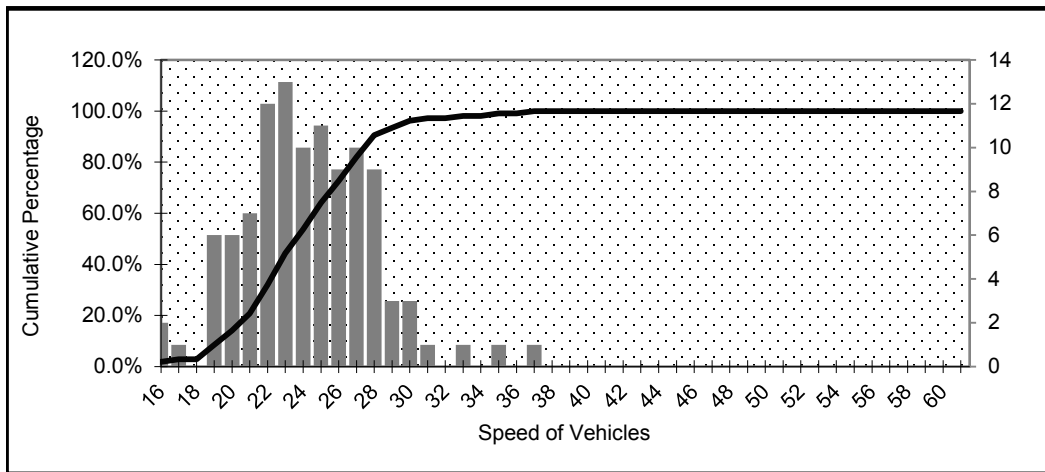
Location:	Eaton Ave (Tracy Blvd to East Ave)		
Date:	10/21/2015	Recorder:	RB
Begin Time:	11:45 AM	Direction:	East West
End Time:	1:15 PM	Land use:	Residential/Commercial
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
16	2
17	1
18	0
19	6
20	6
21	7
22	12
23	13
24	10
25	11
26	9
27	10
28	9
29	3
30	3
31	1
32	0
33	1
34	0
35	1
36	0
37	1
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	106

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	24
Speed Range (mph)	16	37	85th Percentile (mph)	28
10 Mph Pace (mph)	19	28	Average Speed (mph)	24.31

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 9 Collisions, 6 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

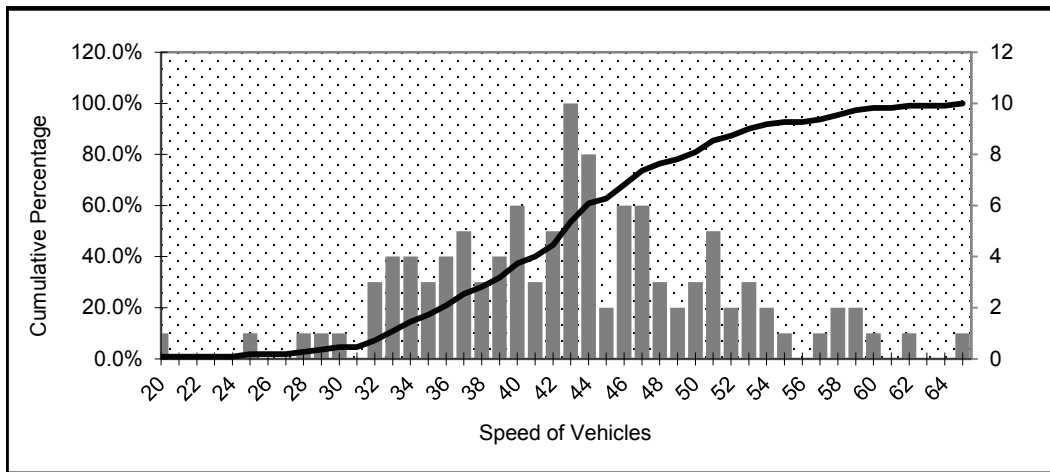
Location:	Fourth Street (Tracy Blvd. to Central Avenue)		
Date:	10/12/2015	Recorder:	RB
Begin Time:	11:35 AM	Direction:	East West
End Time:	12:30 PM	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	35 MPH

DATA COLLECTED	
Speed	Samples
20	1
21	1
22	0
23	0
24	0
25	1
26	3
27	0
28	1
29	6
30	7
31	9
32	11
33	7
34	6
35	9
36	6
37	8
38	6
39	7
40	2
41	4
42	3
43	1
44	0
45	3
46	0
47	0
48	0
49	1
50	1
51	1
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	105

SUMMARY STATISTICS

Total Observed (vehicles)	105		50th Percentile (mph)	34
Speed Range (mph)	20	51	85th Percentile (mph)	40
10 Mph Pace (mph)	30	39	Average Speed (mph)	34.74

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 9 Collisions, 6 Intersection related, 1 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Major collector
Volume (if known)	
Parking Considerations	Parking permitted on one side of road
Other Considerations	Intermeidate intersections, Montessori School

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 40 MPH Presence of bike lanes, intersections, driveways, collisions and no shoulder on one side in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 35 MPH</p>
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VEHICLE SPEED SURVEY REPORT

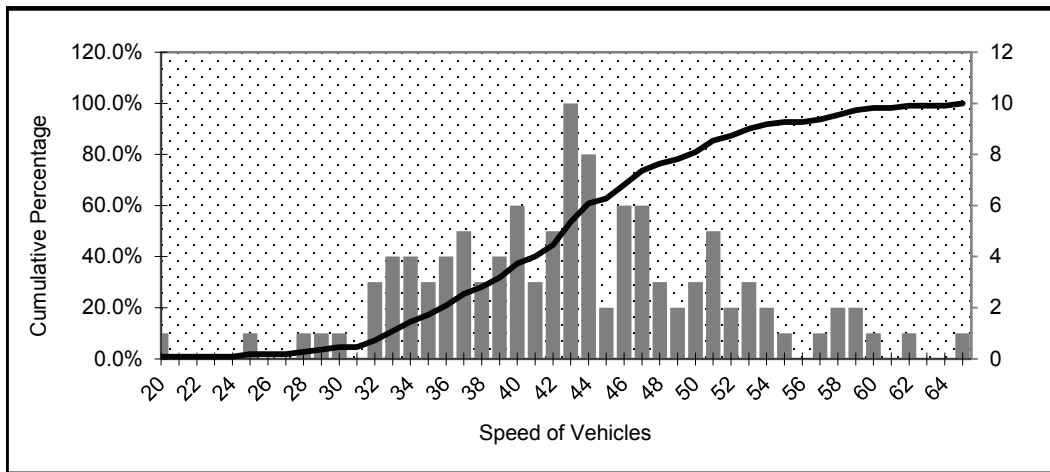
Location:	Grant Line Road (West City Limits/Byron Road to I-205)		
Date:	9/22/2015	Recorder:	RB
Begin Time:	9:20 AM	Direction:	East West
End Time:	10:00 AM	Land use:	Commercial/Aggricultural
Day:	Tuesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	45/40

DATA COLLECTED	
Speed	Samples
32	1
33	1
34	2
35	3
36	7
37	8
38	4
39	8
40	14
41	6
42	11
43	9
44	7
45	8
46	7
47	1
48	1
49	2
50	3
51	0
52	2
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	1
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
76	0
77	0
Total	106

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	41
Speed Range (mph)	32	63	85th Percentile (mph)	46
10 Mph Pace (mph)	36	45	Average Speed (mph)	41.56

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 49 Collisions, 39 Intersection related, 13 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Six Lane with median island that becomes a two Lane Rural
Volume (if known)	
Parking Considerations	No parking permitted in this segment
Other Considerations	Bike Lane, intermdiate intersections, driveways, commercial

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of bike lanes, intersections, driveways, trucks collisions, lane merges, shoulder in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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VEHICLE SPEED SURVEY REPORT

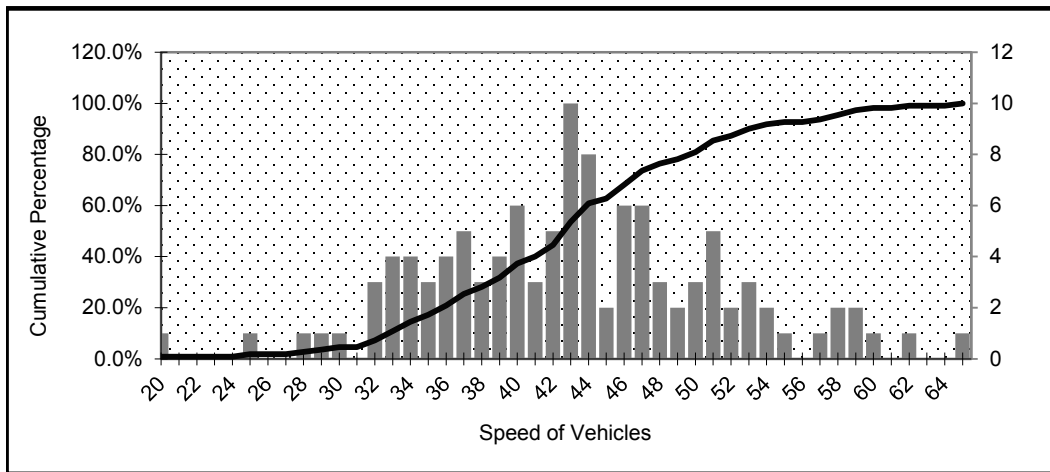
Location:	Grant Line Road (I-205 to Corral Hollow Road)		
Date:	9/16/2015	Recorder:	RB
Begin Time:	1:42 PM	Direction:	East West
End Time:	2:20 PM	Land use:	Commercial
Day:	Wednesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	40

DATA COLLECTED	
Speed	Samples
27	1
28	0
29	2
30	2
31	1
32	2
33	3
34	4
35	10
36	11
37	10
38	10
39	8
40	6
41	8
42	5
43	7
44	5
45	4
46	2
47	0
48	0
49	0
50	1
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
Total	102

SUMMARY STATISTICS

Total Observed (vehicles)	102		50th Percentile (mph)	38
Speed Range (mph)	27	50	85th Percentile (mph)	43
10 Mph Pace (mph)	35	44	Average Speed (mph)	38.27

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 119 Collisions, 83 Intersection related, 39 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Six Lanes Major Arterial with merging and turning lanes
Volume (if known)	
Parking Considerations	No Parking
Other Considerations	Bike Lane, Commercial Driveways, Weaving of traffic

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of bike lanes, intersections, driveways collisions, and lane merges in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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VEHICLE SPEED SURVEY REPORT

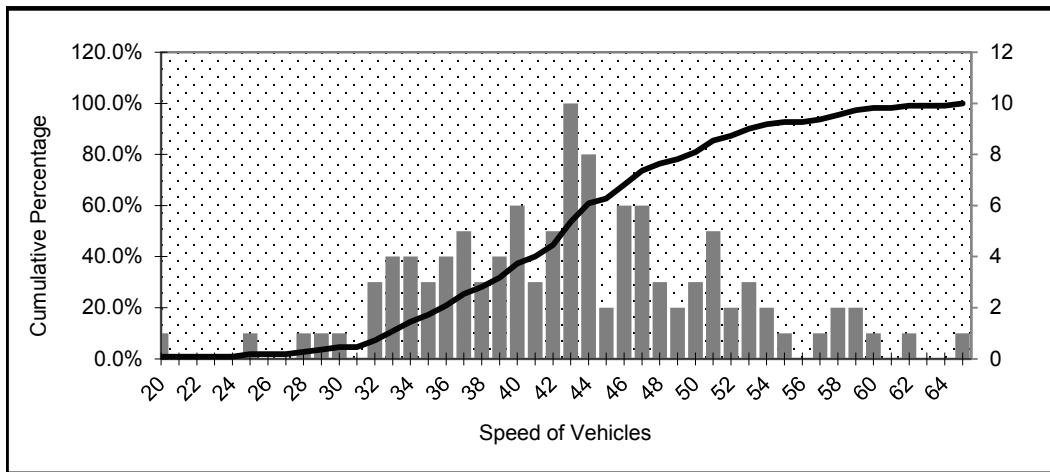
Location:	Grant Line Road (Mac Arthur Drive to Skylark Avenue)		
Date:	9/16/2015	Recorder:	RB
Begin Time:	1:02 PM	Direction:	East West
End Time:	1:34 PM	Land use:	Industrial/Aggricultural
Day:	Wednesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	45 MPH

DATA COLLECTED	
Speed	Samples
25	1
26	0
27	1
28	0
29	0
30	1
31	0
32	3
33	4
34	4
35	3
36	5
37	7
38	7
39	5
40	10
41	4
42	9
43	7
44	8
45	14
46	5
47	2
48	5
49	2
50	3
51	3
52	0
53	1
54	1
55	0
56	2
57	0
58	1
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
Total	118

SUMMARY STATISTICS

Total Observed (vehicles)	118		50th Percentile (mph)	42
Speed Range (mph)	25	58	85th Percentile (mph)	48
10 Mph Pace (mph)	36	45	Average Speed (mph)	41.68

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 6 Collisions, 4 Intersection related, 3 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four Lane Major Arterial with median and TWLTL
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Curve in the roadway, industrial driveways, Fire Station

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 50 MPH Presence of bike lanes, intersections, driveways, trucks collisions, curve, and fire station in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 45 MPH</p>
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VEHICLE SPEED SURVEY REPORT

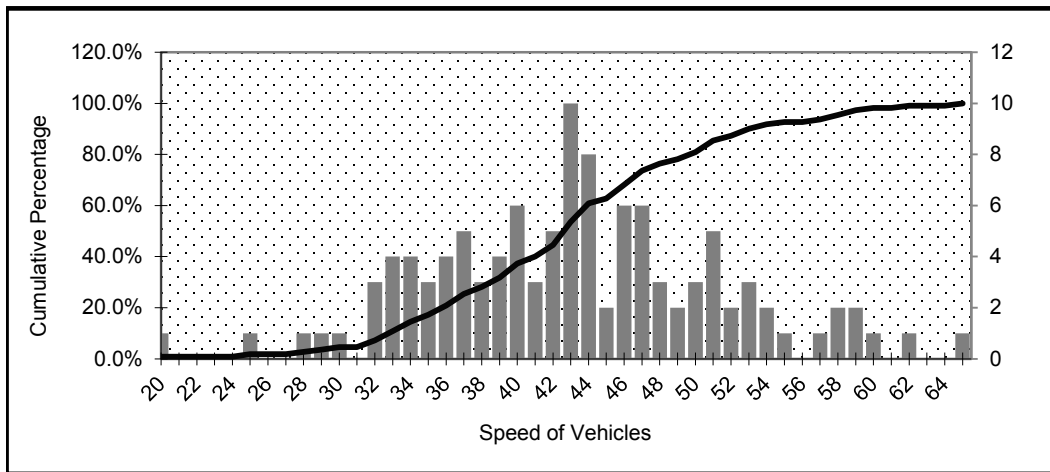
Location:	Grant Line Road (Skylark Avenue to Chrisman Road)		
Date:	9/16/2015	Recorder:	RB
Begin Time:	9:35 AM	Direction:	East West
End Time:	10:35 AM	Land use:	Industrial/Aggricultural
Day:	Wednesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	45

DATA COLLECTED	
Speed	Samples
30	1
31	1
32	2
33	1
34	0
35	2
36	2
37	1
38	5
39	3
40	3
41	5
42	6
43	4
44	8
45	9
46	11
47	9
48	8
49	8
50	5
51	1
52	3
53	3
54	1
55	1
56	1
57	1
58	1
59	1
60	0
61	0
62	1
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	1
74	0
75	0
Total	109

SUMMARY STATISTICS

Total Observed (vehicles)	109		50th Percentile (mph)	46
Speed Range (mph)	30	73	85th Percentile (mph)	50
10 Mph Pace (mph)	41	50	Average Speed (mph)	45.37

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	6 Lanes major roadway with merging/terminating lane
Volume (if known)	
Parking Considerations	No parking permitted in the segment
Other Considerations	Rural residential driveways, Farming Area, Fire Station

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 50 MPH Presence of bike lanes, intersections, driveways, trucks collisions, and lane merges in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 45 MPH</p>
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VEHICLE SPEED SURVEY REPORT

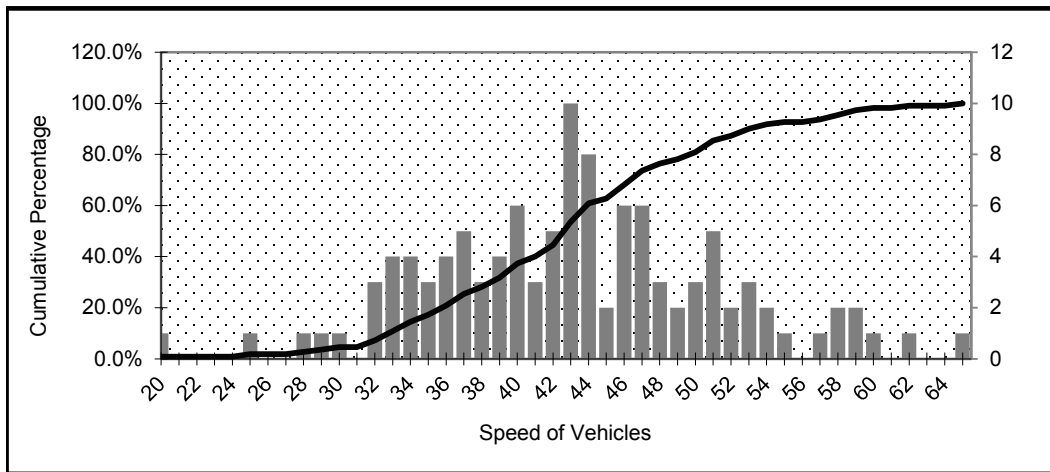
Location:	Grant Line Road (Chrisman Road to East City Limits at Bestbuy)		
Date:	8/5/2015	Recorder:	RB
Begin Time:	1:50 PM	Direction:	East West
End Time:	2:40 PM	Land use:	Industrial/Aggricultural
Day:	Wednesday	Type:	Major Arterial
Weather:	Sunny and Clear	Posted Limit:	45

DATA COLLECTED	
Speed	Samples
35	1
36	0
37	1
38	3
39	3
40	5
41	5
42	8
43	13
44	8
45	9
46	14
47	10
48	5
49	7
50	5
51	4
52	2
53	2
54	0
55	1
56	1
57	1
58	1
59	0
60	2
61	0
62	0
63	1
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
76	0
77	0
78	0
79	0
80	0
Total	112

SUMMARY STATISTICS

Total Observed (vehicles)	112		50th Percentile (mph)	46
Speed Range (mph)	35	63	85th Percentile (mph)	50
10 Mph Pace (mph)	40	49	Average Speed (mph)	45.80

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 11 Collisions, 5 Intersection related, 5 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	6 Lanes Major Arterial turning into two lane in County
Volume (if known)	
Parking Considerations	No parking is permitted
Other Considerations	Adjacent to County Area, merging/turning in the segment

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 50 MPH Presence of bike lanes, intersections, driveways, trucks collisions, and lane merges in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 45 MPH</p>
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VEHICLE SPEED SURVEY REPORT

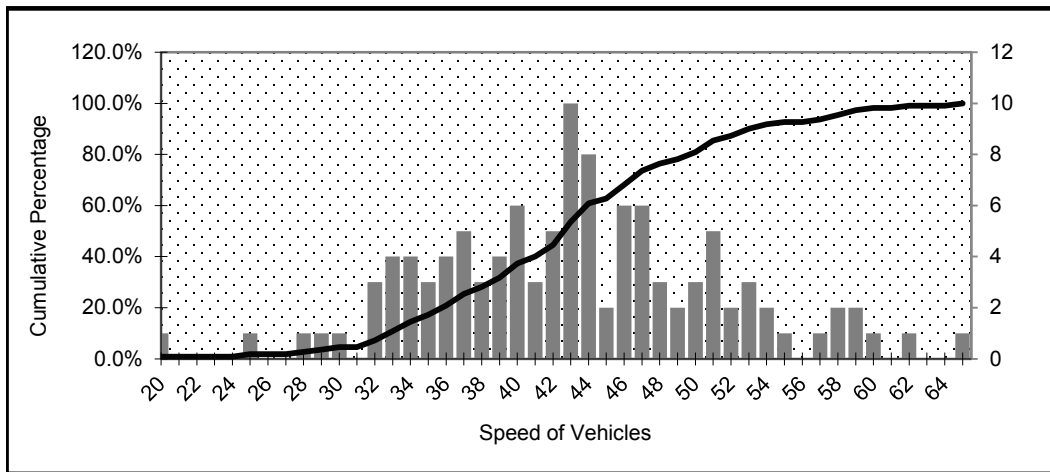
Location:	Henley Parkway (Lowell Avenue to Bridle Creek Drive)		
Date:	2/25/2016	Recorder:	RB
Begin Time:	1:55 PM	Direction:	North South
End Time:	2:31 PM	Land use:	Residential/Commercial
Day:	Thursday	Type:	Major Collector
Weather:	Sunny and Clear	Posted Limit:	35

DATA COLLECTED	
Speed	Samples
28	2
29	1
30	4
31	6
32	7
33	9
34	9
35	12
36	16
37	8
38	9
39	8
40	2
41	3
42	3
43	2
44	0
45	1
46	2
47	0
48	1
49	0
50	0
51	0
52	0
53	1
54	1
55	0
56	0
57	1
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
Total	108

SUMMARY STATISTICS

Total Observed (vehicles)	108		50th Percentile (mph)	36
Speed Range (mph)	28	57	85th Percentile (mph)	40
10 Mph Pace (mph)	30	39	Average Speed (mph)	36.37

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 4 Collision. All Intersection related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane, Curve, Bike Lane
Volume (if known)	
Parking Considerations	No on street parking
Other Considerations	Residential Subdivisions

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 40 MPH Presence of intersections, bike lane, curve, park collisions in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 35 MPH</p>
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VEHICLE SPEED SURVEY REPORT

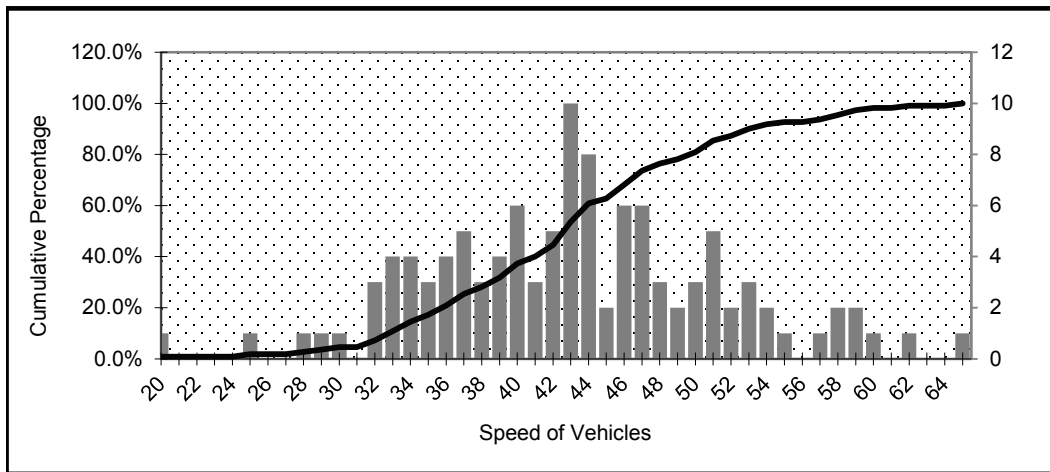
Location:	Joe Pombo Parkway (Grant Line Road - Bridle Creek Drive)		
Date:	9/22/2016	Recorder:	RB
Begin Time:	10:07 AM	Direction:	North South
End Time:	10:48 AM	Land use:	Residential /Commerical
Day:	Tuesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	35 MPH

DATA COLLECTED	
Speed	Samples
27	4
28	3
29	2
30	6
31	5
32	8
33	7
34	9
35	14
36	14
37	6
38	5
39	7
40	6
41	2
42	0
43	2
44	0
45	2
46	1
47	0
48	1
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
Total	104

SUMMARY STATISTICS

Total Observed (vehicles)	104		50th Percentile (mph)	35
Speed Range (mph)	27	48	85th Percentile (mph)	39
10 Mph Pace (mph)	30	39	Average Speed (mph)	35.09

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 11 Collisions, 9 Intersection related, 4 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane, Curve, Bike Lane
Volume (if known)	
Parking Considerations	No on street parking
Other Considerations	Residential Subdivisions, Commercial Area

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 40 MPH Presence of intersections, bike lane, curve, park driveways and collisions in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 35 MPH</p>
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VEHICLE SPEED SURVEY REPORT

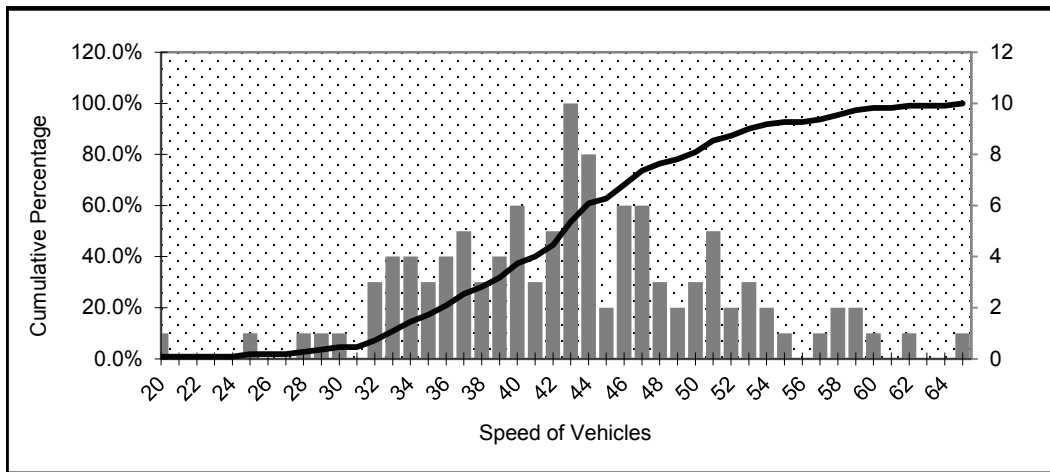
Location:	Lammers Road (Eleventh Street to Byron Road)		
Date:	10/6/2015	Recorder:	RB
Begin Time:	11:00 AM	Direction:	North South
End Time:	11:30 AM	Land use:	Residential/Agricultural
Day:	Tuesday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	40 MPH

DATA COLLECTED	
Speed	Samples
30	2
31	0
32	2
33	2
34	4
35	7
36	3
37	9
38	11
39	9
40	9
41	12
42	12
43	5
44	6
45	8
46	4
47	6
48	1
49	2
50	1
51	2
52	1
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
Total	118

SUMMARY STATISTICS

Total Observed (vehicles)	118		50th Percentile (mph)	41
Speed Range (mph)	30	52	85th Percentile (mph)	45
10 Mph Pace (mph)	37	46	Average Speed (mph)	40.61

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 19 Collisions, 18 Intersection related, 5 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Major Arterial Roadway, Curve
Volume (if known)	
Parking Considerations	No on Street Parking,
Other Considerations	No shoulder, Bike lane, Intermediate intersecitons

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of bike lanes, intersections, driveways, shoulder curve, collisions, and lane merges in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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VEHICLE SPEED SURVEY REPORT

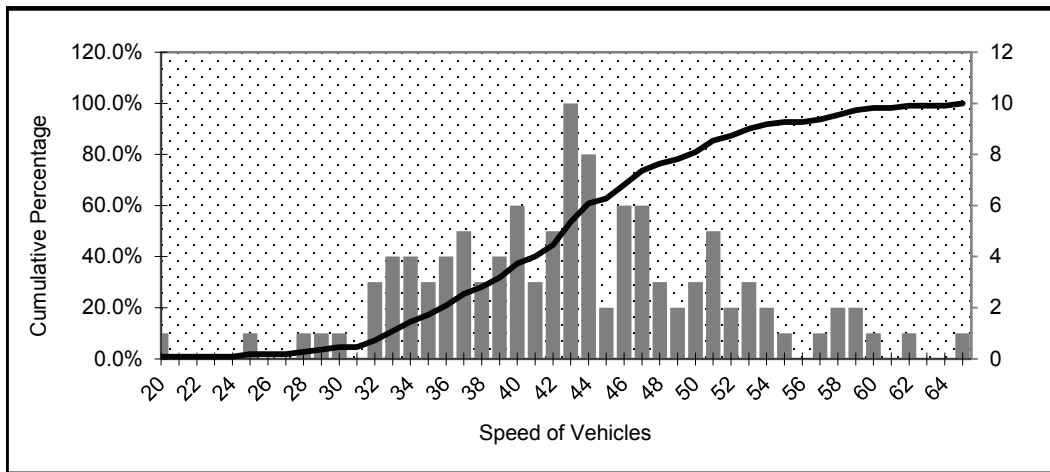
Location:	Lammers Road (Schulte Road (old) to CL north of Redbridge)		
Date:	10/6/2015	Recorder:	RB
Begin Time:	1:00 PM	Direction:	North South
End Time:	1:42 PM	Land use:	Residential/Agricultural
Day:	Tuesday	Type:	Arterial /Expressway
Weather:	Sunny and Clear	Posted Limit:	45 MPH

DATA COLLECTED	
Speed	Samples
36	2
37	2
38	5
39	5
40	6
41	5
42	9
43	7
44	15
45	9
46	8
47	11
48	5
49	7
50	5
51	7
52	2
53	1
54	1
55	1
56	1
57	0
58	0
59	0
60	1
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
76	0
77	0
78	0
79	0
80	0
81	0
Total	115

SUMMARY STATISTICS

Total Observed (vehicles)	115		50th Percentile (mph)	45
Speed Range (mph)	36	60	85th Percentile (mph)	50
10 Mph Pace (mph)	42	51	Average Speed (mph)	45.02

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Major Arterial Roadway
Volume (if known)	
Parking Considerations	No parking in the segment permitted
Other Considerations	School Pedestrians, No shoulder, intermediate intersections

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 50 MPH Presence of driveways, low shoulder, collisions and school pedestrians in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 45 MPH</p>
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VEHICLE SPEED SURVEY REPORT

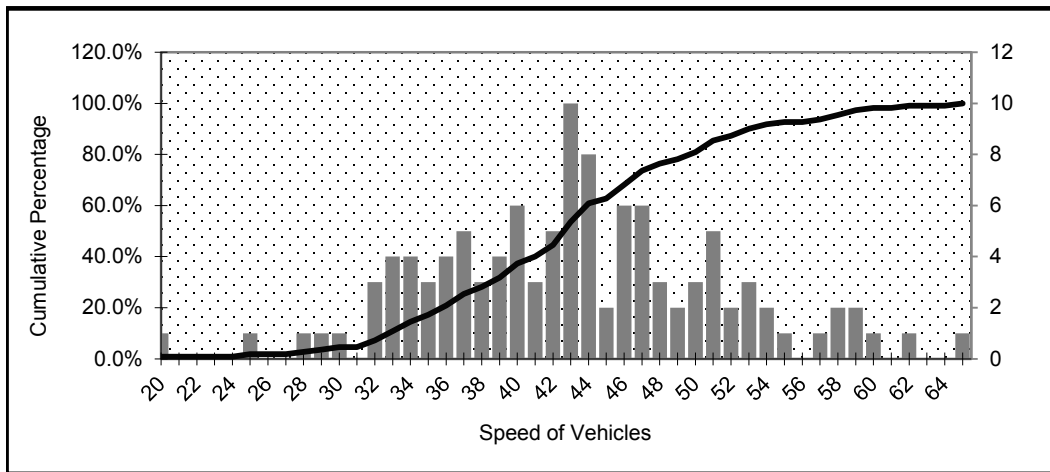
Location:	Lankershire Drive (Montgomery Lane to Byron Road)		
Date:	4/5/2016	Recorder:	RB
Begin Time:	10:50 AM	Direction:	North South
End Time:	11:52 PM	Land use:	Residential
Day:	Tuesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	-

DATA COLLECTED	
Speed	Samples
18	1
19	1
20	2
21	2
22	2
23	4
24	2
25	11
26	10
27	13
28	11
29	6
30	8
31	7
32	6
33	2
34	5
35	2
36	2
37	2
38	0
39	0
40	0
41	0
42	0
43	0
44	1
45	1
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	101

SUMMARY STATISTICS

Total Observed (vehicles)	101		50th Percentile (mph)	28
Speed Range (mph)	18	45	85th Percentile (mph)	32
10 Mph Pace (mph)	25	34	Average Speed (mph)	28.33

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 5 Collisions, 5 Intersection related, 1 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential Area, Driveways, Intersections, Park, Curve

RECOMMENDATIONS & NOTES

<p>TRACY Think Inside the Triangle</p>	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections curve, collisions, and park in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

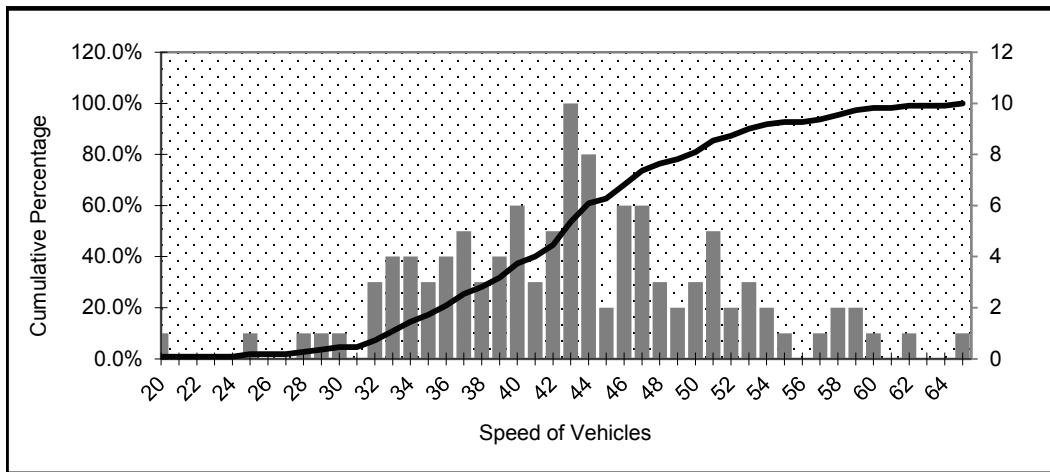
Location:	Larch Road (Holly Drive to Tracy Blvd)		
Date:	10/6/2015	Recorder:	RB
Begin Time:	10:15 AM	Direction:	East West
End Time:	10:52 AM	Land use:	Industrial
Day:	Tuesday	Type:	Major Collector
Weather:	Sunny and Clear	Posted Limit:	35 MPH

DATA COLLECTED	
Speed	Samples
21	3
22	1
23	1
24	4
25	11
26	4
27	6
28	11
29	10
30	9
31	5
32	6
33	9
34	3
35	4
36	5
37	4
38	2
39	3
40	2
41	3
42	2
43	1
44	1
45	1
46	1
47	0
48	0
49	1
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
Total	113

SUMMARY STATISTICS

Total Observed (vehicles)	113		50th Percentile (mph)	30
Speed Range (mph)	21	49	85th Percentile (mph)	38
10 Mph Pace (mph)	24	33	Average Speed (mph)	31.27

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions, 2 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Major collector road, Industrial area
Volume (if known)	
Parking Considerations	No Parking in Major Portion of this segment
Other Considerations	Industrial Driveways, Intermediate intersections, partial roadwa

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 40 MPH Presence of commercial driveways, intersections, trucks collisions and parking in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 35 MPH</p>
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VEHICLE SPEED SURVEY REPORT

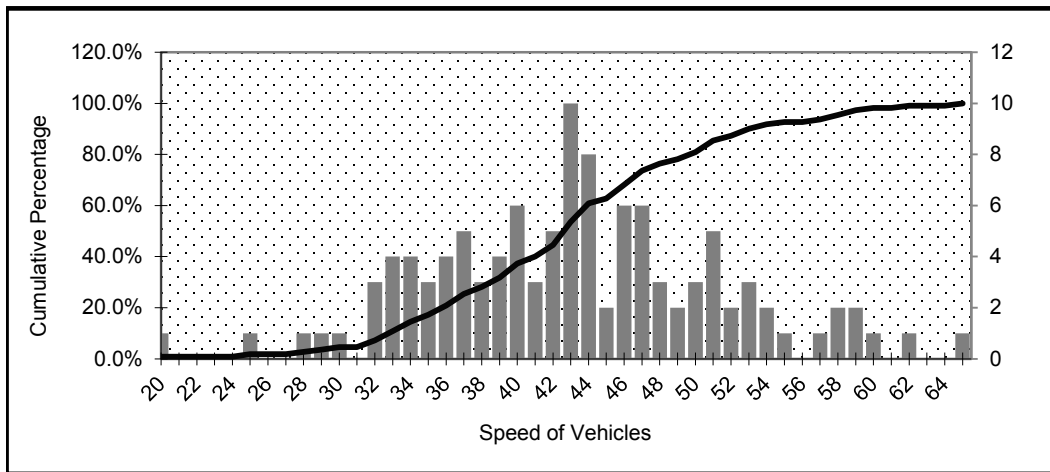
Location:	Lowell Avenue (Tracy Blvd. to East Street)		
Date:	2/25/2016	Recorder:	RB
Begin Time:	11:35 AM	Direction:	East West
End Time:	12:40 PM	Land use:	Residential
Day:	Thursday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

DATA COLLECTED	
Speed	Samples
15	2
16	3
17	1
18	1
19	7
20	8
21	15
22	11
23	13
24	14
25	12
26	7
27	3
28	2
29	3
30	1
31	4
32	1
33	1
34	0
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
Total	109

SUMMARY STATISTICS

Total Observed (vehicles)	109		50th Percentile (mph)	23
Speed Range (mph)	15	33	85th Percentile (mph)	26
10 Mph Pace (mph)	19	28	Average Speed (mph)	23.15

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 18 Collisions, 11 Intersection related, 3 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane, Residential collector, Residential driveways
Volume (if known)	
Parking Considerations	Parking on both sides of the Roadway
Other Considerations	Speed Humps, Residential Area

RECOMMENDATIONS & NOTES

	<p>Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

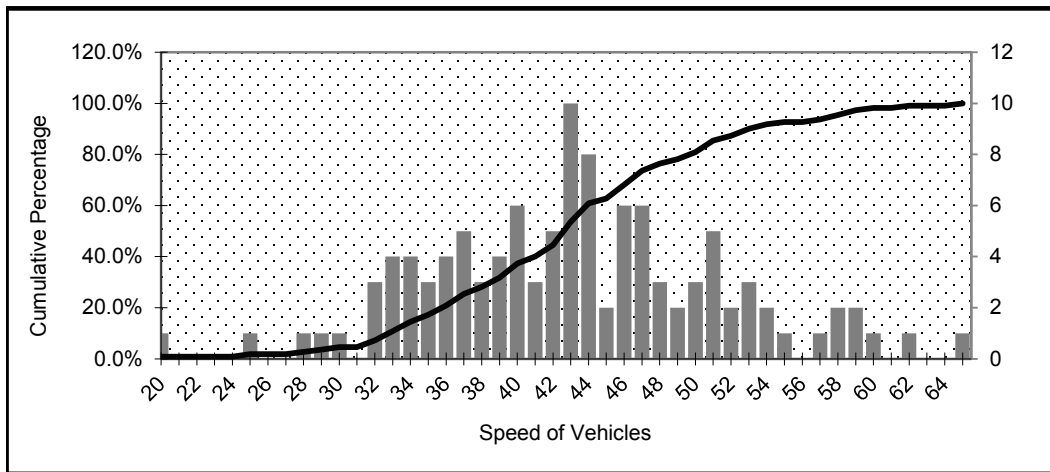
Location:	Lowell Avenue (Lincoln Blvd. to Tracy Blvd.)		
Date:	2/25/2016	Recorder:	RB
Begin Time:	2:30 PM	Direction:	East West
End Time:	3:00 PM	Land use:	Residential
Day:	Thursday	Type:	Minor Arterial
Weather:	Sunny and Clear	Posted Limit:	30

DATA COLLECTED	
Speed	Samples
23	1
24	0
25	3
26	2
27	11
28	10
29	10
30	12
31	12
32	16
33	8
34	7
35	5
36	4
37	3
38	1
39	1
40	0
41	0
42	1
43	1
44	0
45	0
46	1
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
Total	109

SUMMARY STATISTICS

Total Observed (vehicles)	109		50th Percentile (mph)	31
Speed Range (mph)	23	46	85th Percentile (mph)	35
10 Mph Pace (mph)	27	36	Average Speed (mph)	31.20


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 17 Collisions, 12 Intersection related, 3 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four Lane Road, Residential Driveways
Volume (if known)	
Parking Considerations	Parking permitted
Other Considerations	Schools and Park frontage, No median left turn lane

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 35 MPH Presence of residential driveways, intersections, school collisions, parking, and park in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 30 MPH</p>
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VEHICLE SPEED SURVEY REPORT

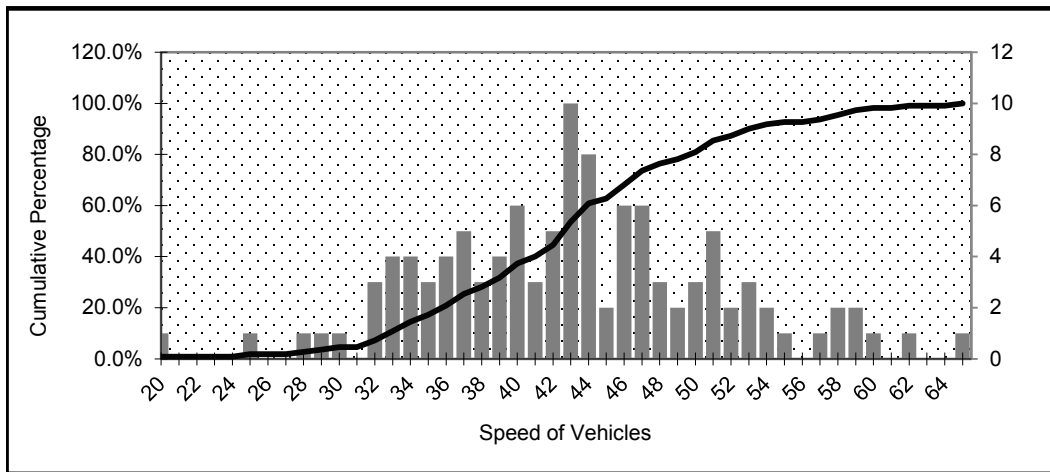
Location:	Middlefield Drive (Corral Hollow Road to Whispering Wind Drive)		
Date:	10/12/2015	Recorder:	RB
Begin Time:	9:35 AM	Direction:	East West
End Time:	11:25 AM	Land use:	Residential
Day:	Monday	Type:	Residential
Weather:	Sunny and Clear	Posted Limit:	35 MPH

DATA COLLECTED	
Speed	Samples
20	1
21	0
22	0
23	0
24	1
25	2
26	1
27	2
28	3
29	11
30	8
31	8
32	10
33	8
34	11
35	9
36	8
37	7
38	6
39	5
40	2
41	3
42	2
43	1
44	1
45	1
46	1
47	0
48	0
49	0
50	0
51	0
52	0
53	1
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
Total	113

SUMMARY STATISTICS

Total Observed (vehicles)	113		50th Percentile (mph)	34
Speed Range (mph)	20	53	85th Percentile (mph)	39
10 Mph Pace (mph)	29	38	Average Speed (mph)	33.86

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions, 3 Intersection related, 1 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Major Collector Roadway, Curve
Volume (if known)	
Parking Considerations	No Parking permitted in the segment
Other Considerations	Bike Lane, Residential Subdivisions

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 40 MPH Presence of bike lanes, intersections, collisions, and curve justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 35 MPH</p>
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VEHICLE SPEED SURVEY REPORT

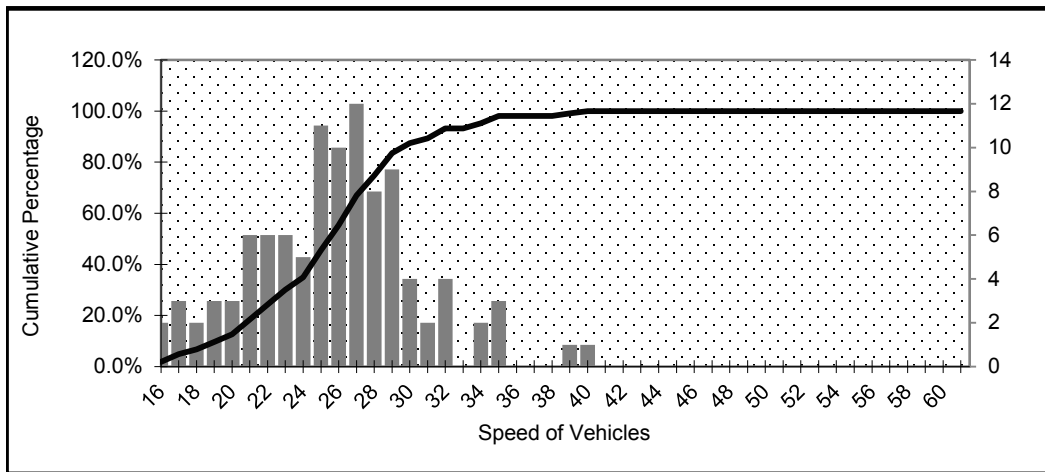
Location:	Middlefield Dr (Whispering Wind - Peony)		
Date:	10/14/2015	Recorder:	RB
Begin Time:	9:30 AM	Direction:	North South
End Time:		Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
16	2
17	3
18	2
19	3
20	3
21	6
22	6
23	6
24	5
25	11
26	10
27	12
28	8
29	9
30	4
31	2
32	4
33	0
34	2
35	3
36	0
37	0
38	0
39	1
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	103

SUMMARY STATISTICS

Total Observed (vehicles)	103		50th Percentile (mph)	26
Speed Range (mph)	16	40	85th Percentile (mph)	30
10 Mph Pace (mph)	21	30	Average Speed (mph)	25.81

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector, curve
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential Driveways,

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of driveways, residential area, intersections in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

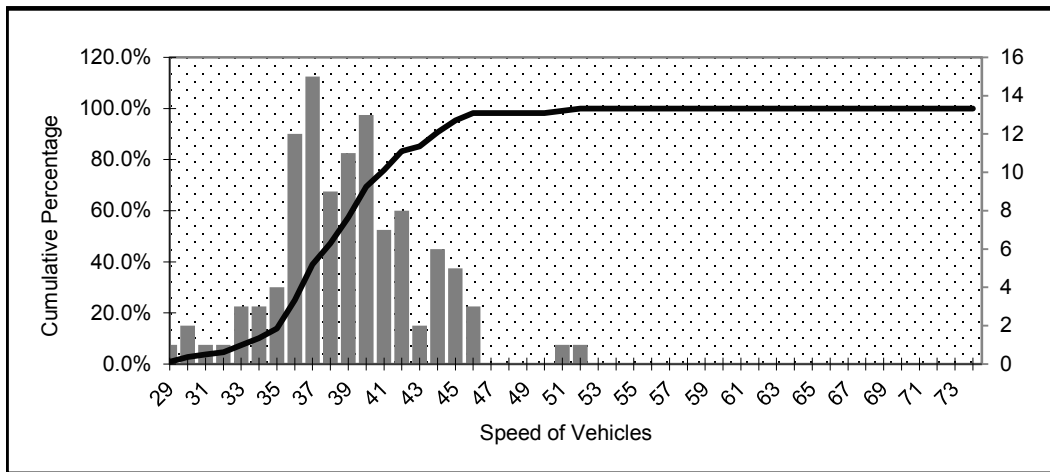
Location:	Paradise Rd (Chrisman Rd to Grant Line Rd)		
Date:	11/3/2015	Recorder:	RB
Begin Time:	1:46 PM	Direction:	NB/SB
End Time:	2:39 PM	Land use:	Industrial
Day:	Tuesday	Type:	Major Collector
Weather:	Sunny and Clear	Posted Limit:	40

DATA COLLECTED	
Speed	Samples
29	1
30	2
31	1
32	1
33	3
34	3
35	4
36	12
37	15
38	9
39	11
40	13
41	7
42	8
43	2
44	6
45	5
46	3
47	0
48	0
49	0
50	0
51	1
52	1
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
Total	108

SUMMARY STATISTICS

Total Observed (vehicles)	108		50th Percentile (mph)	39
Speed Range (mph)	29	52	85th Percentile (mph)	43
10 Mph Pace (mph)	36	45	Average Speed (mph)	38.98


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 3 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Major Collector, curve
Volume (if known)	
Parking Considerations	No Parking permitted in the segment
Other Considerations	Industrial Driveways

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of curve, trucks, driveways, intersections bike lanes and collisions in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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VEHICLE SPEED SURVEY REPORT

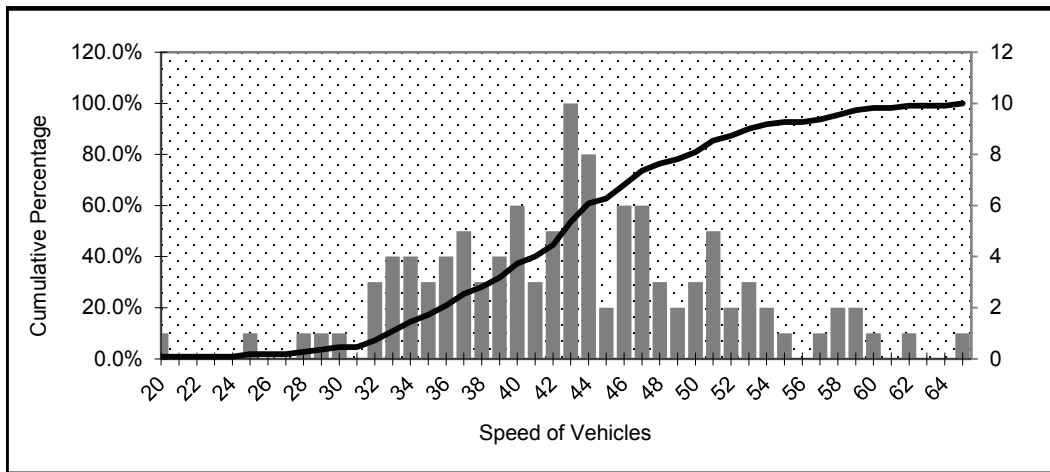
Location:	Paradise Ave (Grant Line Rd - North City Limits)		
Date:	11/4/2015	Recorder:	RB
Begin Time:	2:02 PM	Direction:	North / South
End Time:	2:51 PM	Land use:	Industrial / Aggricultural
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	40 MPH

DATA COLLECTED	
Speed	Samples
20	1
21	0
22	0
23	0
24	0
25	1
26	0
27	0
28	1
29	1
30	1
31	0
32	3
33	4
34	4
35	3
36	4
37	5
38	3
39	4
40	6
41	3
42	5
43	10
44	8
45	2
46	6
47	6
48	3
49	2
50	3
51	5
52	2
53	3
54	2
55	1
56	0
57	1
58	2
59	2
60	1
61	0
62	1
63	0
64	0
65	1
Total	110

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	43
Speed Range (mph)	20	65	85th Percentile (mph)	51
10 Mph Pace (mph)	38	47	Average Speed (mph)	43.22

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 5 Collisions, 5 Intersection related, 2 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Major Collector, Minor curve
Volume (if known)	
Parking Considerations	No Parking permitted in the segment
Other Considerations	Industrial Driveways

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 50 MPH Presence of curve, trucks, driveways, bike lanes collisions and pace speed in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 45 MPH</p>
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VEHICLE SPEED SURVEY REPORT

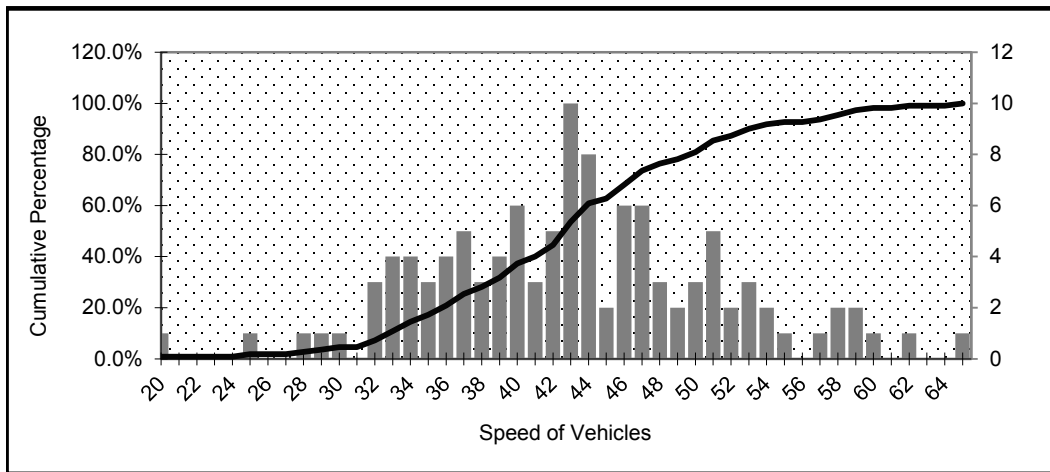
Location:	Pescadero Avenue (Mac Arthur Dr to 1/2 mile east)		
Date:	4/25/2016	Recorder:	RB
Begin Time:	9:35 AM	Direction:	East West
End Time:	10:15 AM	Land use:	Industrail
Day:	Tuesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	35

DATA COLLECTED	
Speed	Samples
20	1
21	1
22	0
23	1
24	2
25	1
26	1
27	3
28	2
29	2
30	7
31	6
32	9
33	5
34	9
35	7
36	7
37	9
38	8
39	6
40	3
41	3
42	2
43	0
44	1
45	0
46	1
47	0
48	2
49	1
50	0
51	0
52	2
53	0
54	0
55	0
56	0
57	1
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	1
Total	104

SUMMARY STATISTICS

Total Observed (vehicles)	104		50th Percentile (mph)	35
Speed Range (mph)	20	65	85th Percentile (mph)	40
10 Mph Pace (mph)	30	39	Average Speed (mph)	35.28

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 14 Collisions, 12 Intersection related, 3 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four lane Collector merging to two lane collector
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Indusrial Area, driveways, trucks, lane merge/drop

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 40 MPH Presence of industrial driveways, trucks, lane drops/merge collisions and pace speed justifies downgrading speed by 5 mph</p> <p style="text-align: center;">Recommended speed limit = 35 MPH</p>
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VEHICLE SPEED SURVEY REPORT

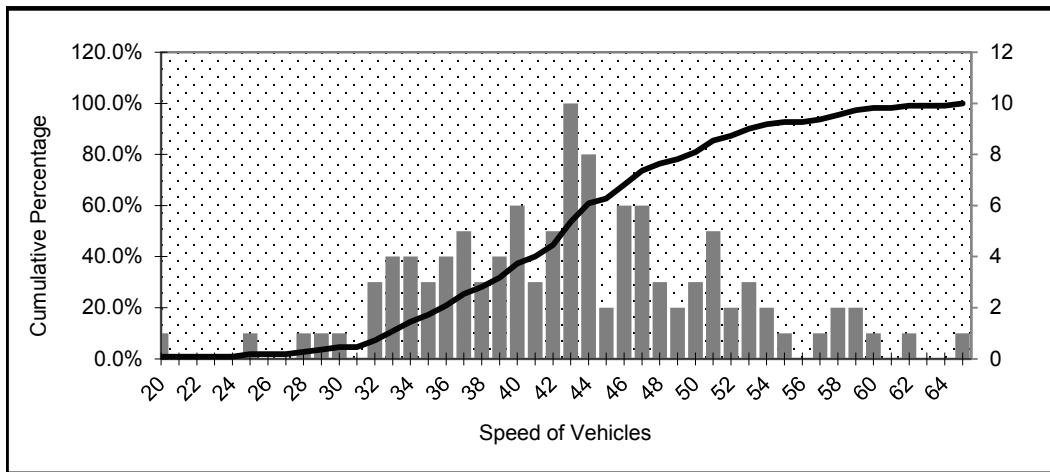
Location:	Portola Way (Balboa Drive to Entrada Way)		
Date:	4/4/2016	Recorder:	RB
Begin Time:	10:05 AM	Direction:	North South
End Time:	11:25 AM	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

DATA COLLECTED	
Speed	Samples
15	2
16	0
17	0
18	2
19	2
20	2
21	5
22	5
23	5
24	8
25	19
26	8
27	9
28	9
29	5
30	8
31	5
32	6
33	2
34	4
35	2
36	0
37	0
38	0
39	0
40	0
41	1
42	1
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
Total	110

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	26
Speed Range (mph)	15	42	85th Percentile (mph)	31
10 Mph Pace (mph)	23	32	Average Speed (mph)	26.65

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 1 Collisions, 1 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Residential Area, intersections,

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

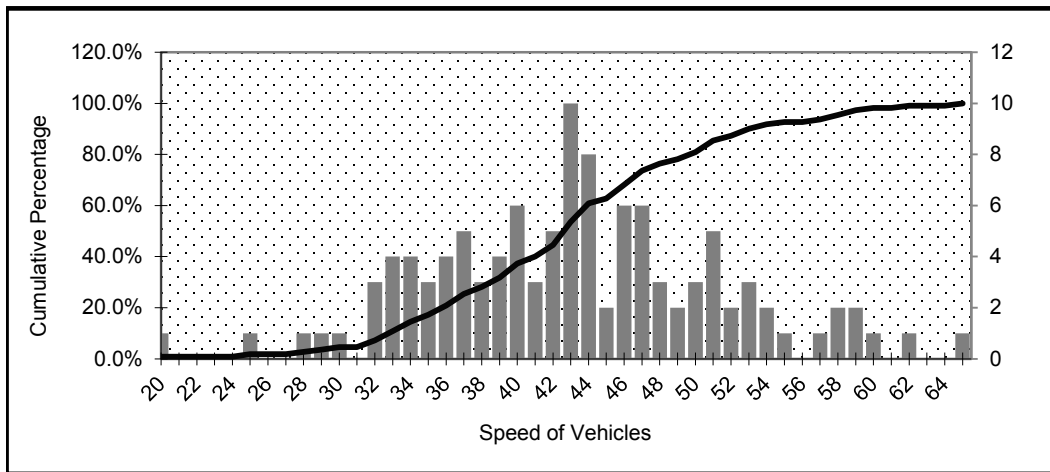
Location:	Richard Avenue (Lincoln Blvd. to Eaton Avenue)		
Date:	4/6/2016	Recorder:	RB
Begin Time:	1:40 PM	Direction:	East West
End Time:	3:00 PM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

DATA COLLECTED	
Speed	Samples
16	4
17	4
18	10
19	4
20	15
21	9
22	11
23	13
24	7
25	8
26	9
27	4
28	2
29	1
30	1
31	0
32	1
33	0
34	0
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	103

SUMMARY STATISTICS

Total Observed (vehicles)	103		50th Percentile (mph)	22
Speed Range (mph)	16	32	85th Percentile (mph)	26
10 Mph Pace (mph)	17	26	Average Speed (mph)	22.09

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Four lane major arterial roadway with wide median island
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Residential Area, Driveways

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 25 MPH</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

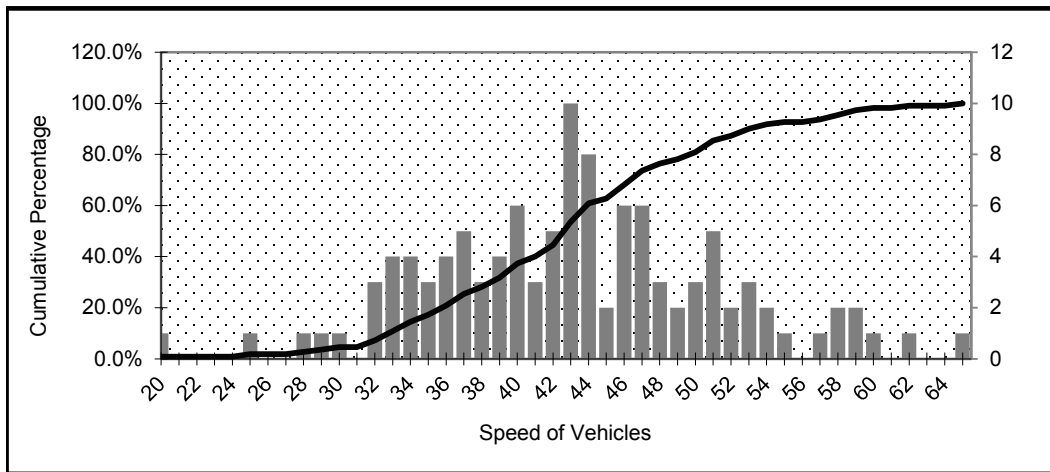
Location:	Schulte Road (Tracy Blvd. to Mac Arthur Drive)		
Date:	10/6/2015	Recorder:	RB
Begin Time:	1:51 PM	Direction:	East West
End Time:	2:10 PM	Land use:	Residential
Day:	Tuesday	Type:	Arterial
Weather:	Sunny and Clear	Posted Limit:	35 MPH

DATA COLLECTED	
Speed	Samples
30	1
31	2
32	0
33	2
34	5
35	8
36	6
37	9
38	5
39	7
40	22
41	10
42	9
43	11
44	8
45	3
46	4
47	2
48	2
49	1
50	1
51	0
52	1
53	1
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
75	0
Total	120

SUMMARY STATISTICS

Total Observed (vehicles)	120		50th Percentile (mph)	40
Speed Range (mph)	30	53	85th Percentile (mph)	44
10 Mph Pace (mph)	35	44	Average Speed (mph)	40.22

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 29 Collisions, 22 Intersection related, 9 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	for Lane Major arterial that merges/terminates to two Lanes
Volume (if known)	
Parking Considerations	No parkin permitted in the area
Other Considerations	School crossings, intermediate intersections, residential drivew

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of bike lanes, intersections, driveways curve, collisions, and lane merges in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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VEHICLE SPEED SURVEY REPORT

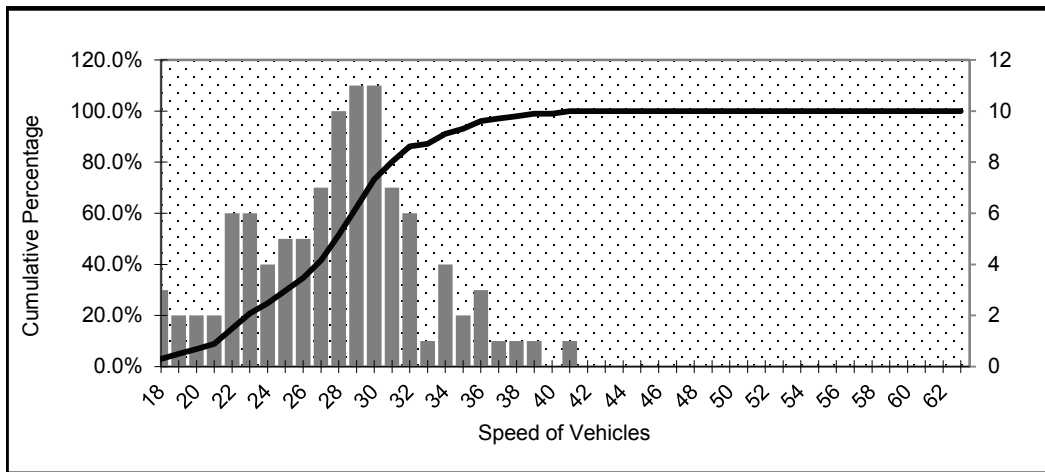
Location:	Sequoia Blvd (Alden Glen to Beechnut)		
Date:	10/19/2015	Recorder:	RB
Begin Time:	10:15am	Direction:	East West
End Time:	12:30pm	Land use:	Residential
Day:	Monday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
18	3
19	2
20	2
21	2
22	6
23	6
24	4
25	5
26	5
27	7
28	10
29	11
30	11
31	7
32	6
33	1
34	4
35	2
36	3
37	1
38	1
39	1
40	0
41	1
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
Total	101

SUMMARY STATISTICS

Total Observed (vehicles)	101		50th Percentile (mph)	28
Speed Range (mph)	18	41	85th Percentile (mph)	32
10 Mph Pace (mph)	22	31	Average Speed (mph)	27.96

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions, 2 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential, Curve
Volume (if known)	
Parking Considerations	Parking Permitted in this segment
Other Considerations	Residential Driveways, Intermediate intersections

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of driveways, residential area, intersections in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

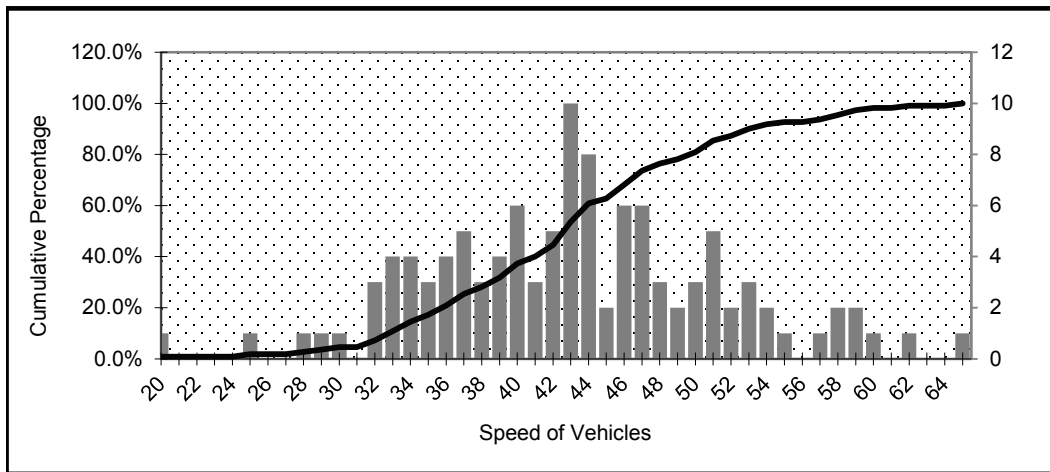
Location:	Sixth Street (Tracy Blvd. to Mac Arthur)		
Date:	11/19/2015	Recorder:	RB
Begin Time:	1:50 PM	Direction:	East West
End Time:	2:30 PM	Land use:	Industrial/Residential
Day:	Thursday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	30

DATA COLLECTED	
Speed	Samples
23	2
24	0
25	2
26	0
27	4
28	6
29	9
30	15
31	7
32	9
33	10
34	10
35	10
36	9
37	7
38	3
39	0
40	1
41	1
42	1
43	2
44	1
45	0
46	0
47	0
48	1
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
65	0
66	0
67	0
68	0
Total	110

SUMMARY STATISTICS

Total Observed (vehicles)	110		50th Percentile (mph)	33
Speed Range (mph)	23	48	85th Percentile (mph)	37
10 Mph Pace (mph)	28	37	Average Speed (mph)	32.78

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 21 Collisions, 18 Intersection related, 3 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane Collector
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Plaza, Residential Area, intersections, curve in roadway

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 35 MPH Presence of residential driveways, intersections curve, collisions, and plaza in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 30 MPH</p>
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VEHICLE SPEED SURVEY REPORT

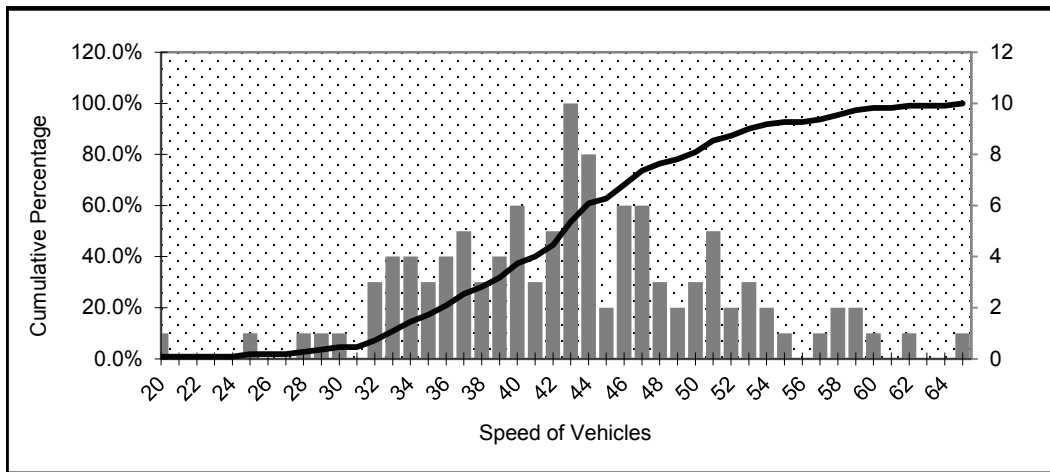
Location:	Tenth Street (Civic Center Drive to Mac Arthur Drive)		
Date:	3/30/2016	Recorder:	RB
Begin Time:	10:45 AM	Direction:	East West
End Time:	12:30 PM	Land use:	Industrial/Commercial
Day:	Tuesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

DATA COLLECTED	
Speed	Samples
15	5
16	3
17	2
18	5
19	8
20	12
21	8
22	9
23	9
24	6
25	8
26	4
27	7
28	7
29	4
30	0
31	1
32	2
33	1
34	0
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
Total	101

SUMMARY STATISTICS

Total Observed (vehicles)	101		50th Percentile (mph)	22
Speed Range (mph)	15	33	85th Percentile (mph)	27
10 Mph Pace (mph)	19	28	Average Speed (mph)	22.66

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane collector roadway
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Industrial Area, Recycling Center, Trucks, Pedestrains, Housin

RECOMMENDATIONS & NOTES

	<p>Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

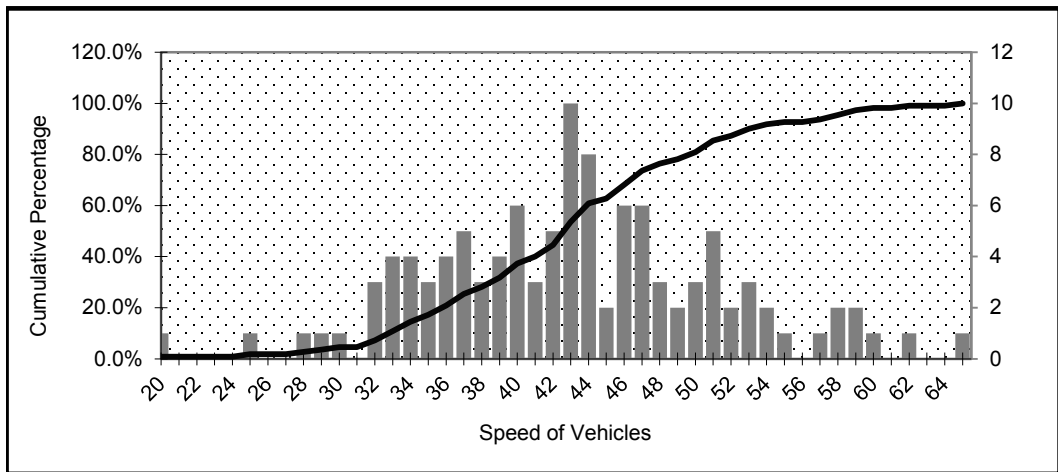
Location:	Tenth Street (Tracy Blvd. to East Street)		
Date:	3/30/2016	Recorder:	RB
Begin Time:	2:11 PM	Direction:	East West
End Time:	2:55 PM	Land use:	Downtown Business/Residential
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

DATA COLLECTED	
Speed	Samples
19	1
20	4
21	3
22	3
23	6
24	7
25	13
26	11
27	15
28	14
29	7
30	8
31	3
32	4
33	2
34	2
35	1
36	1
37	0
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
63	0
64	0
Total	106

SUMMARY STATISTICS

Total Observed (vehicles)	106		50th Percentile (mph)	27
Speed Range (mph)	19	39	85th Percentile (mph)	30
10 Mph Pace (mph)	23	32	Average Speed (mph)	26.89

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 5 Collisions, 0 Intersection related, 1 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Angled parking, residential area, interections, Downtown

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, school collisions, parking, downtown in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

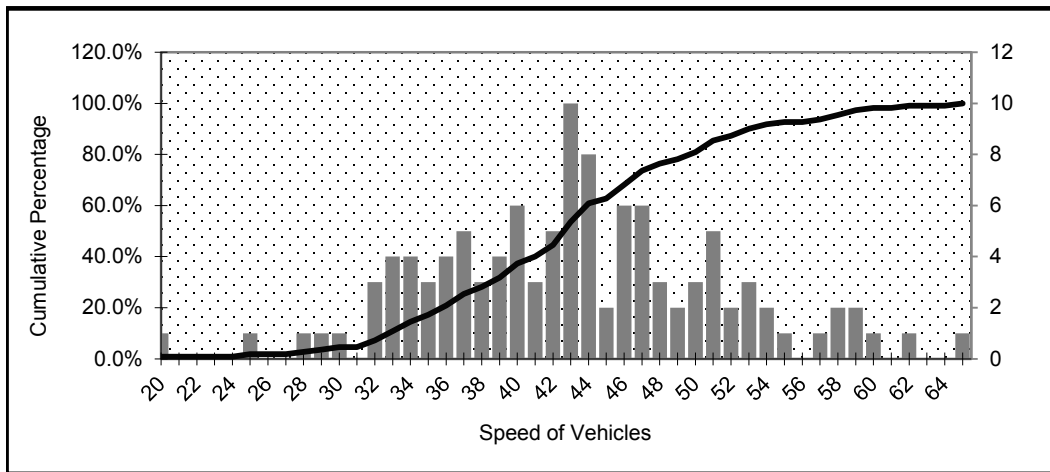
Location:	Third Street (Mount Diablo Avenue to Central Avenue)		
Date:	3/30/2016	Recorder:	RB
Begin Time:	1:15 PM	Direction:	North South
End Time:	2:05 PM	Land use:	Residential
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25

DATA COLLECTED	
Speed	Samples
17	1
18	1
19	1
20	1
21	1
22	2
23	5
24	8
25	11
26	8
27	11
28	12
29	7
30	7
31	8
32	7
33	1
34	2
35	2
36	2
37	3
38	0
39	0
40	2
41	1
42	0
43	0
44	1
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
62	0
Total	105

SUMMARY STATISTICS

Total Observed (vehicles)	105		50th Percentile (mph)	28
Speed Range (mph)	17	44	85th Percentile (mph)	32
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.25

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions, 0 Intersection related, 0 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lane residential collector
Volume (if known)	
Parking Considerations	Parking Permitted in the area
Other Considerations	Residential Area, Park, Driveways, intersections

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections curve, collisions, and park in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

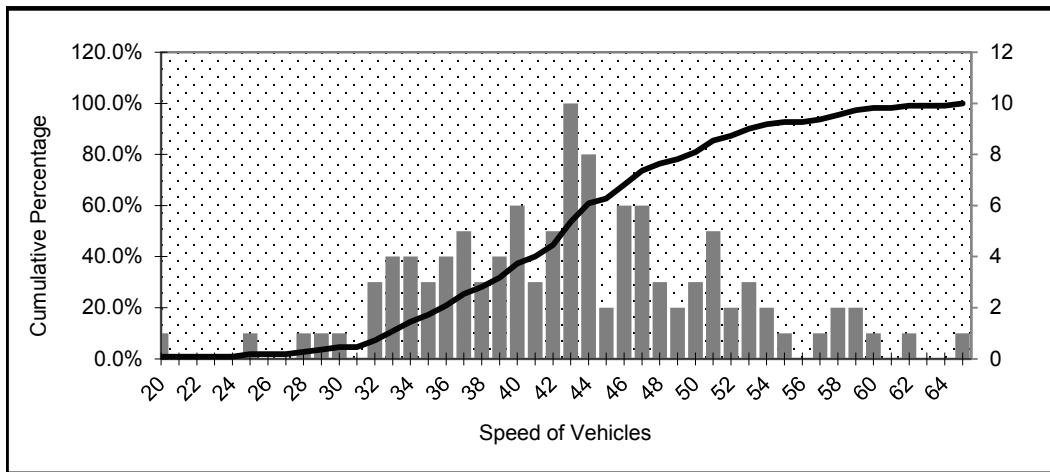
Location:	Valpico Road (Fair Oaks Drive to Mac Arthur Drive)		
Date:	11/19/2015	Recorder:	RB
Begin Time:	10:20 AM	Direction:	East West
End Time:	10:55 AM	Land use:	Residential
Day:	Thursday	Type:	Residential Urban /Rural
Weather:	Sunny and Clear	Posted Limit:	40 MPH

DATA COLLECTED	
Speed	Samples
29	1
30	0
31	0
32	1
33	0
34	0
35	2
36	4
37	10
38	6
39	7
40	5
41	2
42	12
43	16
44	15
45	6
46	5
47	8
48	2
49	3
50	2
51	3
52	2
53	0
54	0
55	0
56	0
57	1
58	0
59	0
60	0
61	0
62	1
63	0
64	0
65	0
66	0
67	0
68	0
69	0
70	0
71	0
72	0
73	0
74	0
Total	114

SUMMARY STATISTICS

Total Observed (vehicles)	114		50th Percentile (mph)	43
Speed Range (mph)	29	62	85th Percentile (mph)	47
10 Mph Pace (mph)	37	46	Average Speed (mph)	42.76

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 13 Collisions, 7 Intersection related, 50 Speed Related
Date Period	1/1/2013 - 12/31/2015
Street layout	Two Lanes Minor Arterial with TWLTL
Volume (if known)	
Parking Considerations	No Parking Permitted in the segment
Other Considerations	Int intersections, bike lane, No shoulder, Residential Dwys

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 45 MPH Presence of driveways, intersections, shoulder, bike lanes and collisions in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 40 MPH</p>
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AGENDA ITEM 9.A

REQUEST

APPOINT FIVE APPLICANTS TO THE BOARD OF APPEALS TO HEAR AN APPEAL ON AN ADMINISTRATIVE DECISION PERTAINING TO ENFORCEMENT RELATED TO REGULATIONS LISTED IN THE TRACY MUNICIPAL CODE

EXECUTIVE SUMMARY

On November 20, 2012, City Council adopted Ordinance 1176, revising the ordinance creating the Board of Appeals, to provide for appointment only at the time of an appeal, when the Board is needed. On April 28, 2016, the City Clerk's office received a request for hearing to appeal an administrative decision in the City's application of the California Building and Fire Codes. A five member board needs to be appointed from the list of potentially interested and qualified candidates maintained by the City Clerk's office.

DISCUSSION

The City long ago established a Building Board of Appeals, as required by the California Building Codes and Fire Code. The purpose of the Board was to hear appeals by anyone aggrieved by any administrative decision in the application of the California Housing, Building, Mechanical, Electrical, Plumbing, Abatement of Dangerous Buildings, Residential, Green Building Standards, Historical Building, Energy, Existing Building and Fire Codes.

Even though the Board was established, and members appointed, the Board of Appeals never had a matter appealed to it. There was some administrative burden for both City staff and Board members in maintaining an ongoing board, with required re-appointments and annual disclosure statements. In November 2012, Council adopted Ordinance 1176, which revised the ordinance establishing the Board of Appeals so that the Board is formally appointed only if there is an appeal. The term of the Board would only be for the duration of the matter appealed. The City Clerk would maintain a list of potentially interested and qualified candidates, so that the Mayor and Council could make a prompt appointment if necessary. Staff contacted the previous members who were actively serving on the Building Board of Appeals when the revised ordinance was adopted, to see if they were still interested and qualified to serve on the Board to hear the appeal. All five members were interested and qualified to serve on the Board.

STRATEGIC PLAN

This agenda item does not relate to the City's Strategic Plans.

FISCAL IMPACT

This agenda item will have no fiscal impact.

RECOMMENDATION

That City Council appoint Philip Aubin (Resident), Dennis Alegre (Contractor), Jerry Yerian (Retired Contractor), James Caling (Resident with Electrical Engineering Degree and background in construction), and John Davis (Architect) to the Board of Appeals to hear an appeal by a person regarding an administrative decision in the City's application of the California Building and Fire Codes.

Prepared by: Adrienne Richardson, Deputy City Clerk

Reviewed by: Nora Pimentel, City Clerk
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

Attachment A – Ordinance 1176

ORDINANCE 1176

AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTIONS 9.02.050, 9.06.050 AND
CHAPTER 9.44, BOARD OF APPEALS, AND DELETING SECTION 9.44.050,
OF THE TRACY MUNICIPAL CODE

WHEREAS, the City long ago established a Building Board of Appeals, as required by the California Building Codes and Fire Code.

WHEREAS, though established, and members appointed, the Building Board of Appeals has never had a matter appealed to it. There is some administrative burden for both City staff and Board members in maintaining an ongoing board, with required re-appointments and annual disclosure statements.

WHEREAS, City staff is recommending that the ordinance creating the Building Board of Appeals be revised to provide for appointment only at the time of an appeal, when the Board is needed. The City Clerk would maintain a list of potentially interested and qualified candidates.

NOW, THEREFORE, the Tracy City Council hereby ordains as follows:

SECTION 1: Section 9.02.050, Building Board of Appeals, of the Tracy Municipal Code is renamed "Board of Appeals."

SECTION 2: Section 9.06.050, Appeals [for Fire Protection and Prevention] of the Tracy Municipal Code, is amended to read as follows:

"9.06.050 Appeals.

Any person aggrieved by any decision or action of the Chief, may appeal to the Board of Appeals, by filing a written notice of appeal with the City Clerk within 30 from the date the decision or action was taken."

SECTION 3. Chapter 9.44, Building Board of Appeals, of the Tracy Municipal Code is renamed and amended to read as follows:

"BOARD OF APPEALS

9.44.010 - Name and purpose.

The Board of Appeals is created in order to hear appeals by persons aggrieved by any administrative decisions in the City's application of the Uniform Housing, Building, Mechanical, Electrical, Plumbing, Abatement of Dangerous Buildings, Residential, Green Building Standards, Historical Building Code, Energy Code, Existing Building Code and Fire Codes, or regulations adopted under them. (See TMC Chapter 9; and TMC §§9.02.050 and 9.06.050.) It will also serve as the appeal board when determinations are made regarding special conditions for persons with disabilities, under California Building Code section 1.9.1.5 or California Health and Safety Code section 19957.5.

9.44.020 - Definitions.

In this chapter, unless otherwise apparent from the context:

"Board" means the Board of Appeals.

"Building Official" means the Chief Building Official or his or her designee.

"Member" means a member of the Board of Appeals.

9.44.030 - Organization and membership.

(a) Time of appointment; Term. The Board will be appointed promptly whenever the city receives an appeal requiring a hearing by the Board. The Board shall be comprised of five members appointed by the Mayor with the advice and consent of the Council. Members shall serve only until the matter appealed has been concluded and the Board's participation is no longer required.

(b) Qualifications. The Board will be appointed from a list of potentially interested and qualified candidates maintained by the City Clerk. The Board shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction (such as licensed contractors, engineers and architects). When the appeal concerns the Fire Code, at least two of the members shall be qualified by experience with the Fire Code. When the appeal concerns access for persons with disabilities, at least two members shall be disabled individuals.

A member may not be an employee or elected officer of the City, but may be a member of another City board or commission. A member need not be a resident of the City. A member may not have any interest in property which is the subject of the appeal to the Board.

(c) Officers; Procedures. Once appointed, the Board shall meet to elect a chair and vice-chair, and to set the time and place of its meetings. The Board shall function in accordance with the standard commission by-laws which apply to other city commissions and boards.

(d) Secretary; Ex officio members. The Chief Building Official shall be the ex officio Secretary of the Board but shall not vote. When an appeal is heard regarding the Fire Code, the Fire Chief or his or her designee shall sit as an ex officio member."

9.44.040 - Powers and duties.

(a) Functions. The functions of the Board shall be as follows:

(1) To hear appeals of administrative decisions regarding the use of alternative materials, interpretations pertaining to the enforcement of any of the Codes and related regulations listed in TMC Section 9.44.010; and

(2) To hear appeals of administrative decisions in the application of the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous

Buildings, and related sections of this Code in actions declaring certain building structures or conditions therein substandard, unsanitary, or hazardous and requiring their consideration, rehabilitation, reconstruction, correction, or abatement as applicable.

- (b) Limitation on appeals. An application for appeal must be based on a claim that:
- (1) the true intent of the applicable code or the related regulations has been incorrectly interpreted;
 - (2) the provisions of the applicable code do not fully apply;
 - (3) an equally good or better form of construction is proposed.

The Board does not have the authority to waive requirements of the code. (California Building Code Section 113.2.)

(c) Conduct of appeals.

(1) The Board shall exercise its powers in such a manner that substantial justice is done most nearly in accord with the intent and purpose of this Code.

(2) The Board shall follow fair procedural rules, including giving adequate notice of hearings to all parties, providing hearings open to the public, assuring that the hearing is commenced within 60 days after the date of the filing of the petition for an appeal, recording minutes of its proceedings, and providing copies of minutes for inspection as a public record.

(d) Procedure of petitions for hearing of appeals. Upon the filing of a petition and appointment of the Board under Section 9.44.030, the secretary shall set the matter on the Board's agenda for consideration. The secretary shall give written notice of at least seven days to the applicant or petitioner, specifying the time and place of the hearing. At the hearing, the petitioner shall be given an opportunity to be heard and present any evidence to support the request. If necessary, the hearing may be continued.

(e) Decisions. In rendering its decision, the Board has no authority to waive requirements of any code. (California Building Code Section 113.2.) No later than 10 days after the close of the hearing(s) the Board shall formally report its decision in writing, including its findings of fact and reasons for the decision. The report shall either approve, approve with modifications or deny the appeal, and shall specify any conditions or limitations imposed. A copy of the report shall be forwarded to the petitioner or his or her representative at the address shown on the petition within 10 days after the decision. The secretary shall provide a copy of the report to the administrative office whose decision was appealed, and shall maintain a copy in the Board's permanent records.

(f) Appeals to the Council. The decision of the Board in granting or denying an appeal shall become final and effective unless timely appealed to the City Council under section 1.12.020. Upon the receipt of a written appeal filed with the Council, the

secretary of the Board shall transmit to the Council the Board's complete record of the case.

Within 10 days after the council adopts a resolution ordering that an appeal be granted or denied, or modified subject to conditions, the secretary shall mail a copy of the resolution to the appellant, and one copy shall be attached to the Board's file of the case."

SECTION 3. Section 9.44.050, Bylaws, of Chapter 9.44 (Building Board of Appeals) of Title 9 (Building Regulations) of the Tracy Municipal Code is deleted.

SECTION 4. Because of the unique circumstances, the Board of Appeals is not subject to Council Resolution 2004-152 (or any successor resolution) Establishing the Council Selection Process and Defining Residence Requirements, for Appointee Bodies.


SECTION 5. This Ordinance shall take effect 30 days after its final passage and adoption.

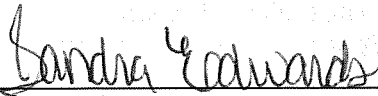
SECTION 6. This Ordinance shall be published once in the Tri-Valley Herald, a newspaper of general circulation, within 15 days from and after its final passage and adoption.

* * * * *

The foregoing Ordinance 1176 was introduced at a regular meeting of the Tracy City Council on the 16th day of October, 2012, and finally adopted on the 20th day of November, 2012, by the following vote:

AYES: COUNCIL MEMBERS: ABERCROMBIE, ELLIOTT, MACIEL, RICKMAN, IVES
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK