AMENDED

TRACY CITY COUNCIL — REGULAR MEETING AGENDA

Tuesday, November 15, 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.

Full copies of the agenda are available at City Hall, 333 Civic Center Plaza, and the Tracy Public Library, 20 East Eaton Avenue, and on the City's website: www.ci.tracy.ca.us

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS

1. Media Internship Program Recognition
2. Presentation of Jersey

1. CONSENT CALENDAR

A. Adopt Council Minutes – Regular meeting minutes of October 18, 2016, and November 1, 2016, and Closed Session minutes of November 1, 2016

B. Authorize the Submission of a San Joaquin Air Pollution Control District Reimbursement Grant Application for a Projected Amount of $30,761.60 for the Purchase of Two Electric-Powered Polaris Ranger EV Utility Vehicles to be Used by the Police Department

C. Authorize Amendment of the Position Control Roster by Approving the Reallocation of One Part Time Recreation Leader I Position to one Part Time Recreation Leader II Position within the Communities Facilities Division

D. Approve Amendment 1 to the Subdivision Improvement Agreement for Ellis Phase 1A, Tract 3764, Authorize the Mayor to Execute the Amendment, and Authorize the City Clerk to File the Amendment with the San Joaquin County Recorder

E. Approval of Agreement to Defer Payment of Development Impact Fees on New Residential Development for Tracy Hills Project, and Authorize the Mayor to Execute the Agreement

F. Adopt, by Resolution, Amendment Number 1 to the Cost Benefit Spreadsheet to Accelerate Reimbursement Timing for the North Roadway Funding Area

G. Authorize a Loan in the amount of $2 Million to the Water Enterprise Fund from the Wastewater Enterprise Fund for a Term of Two Years with Interest at the Local Agency Investment Fund (LAIF) Rate

H. Resolution Authorizing the City Manager to Execute Stormwater Maintenance and Access Agreements as Required by the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer Systems (MS4) Permit

I. Accept Travel Report for City Manager Troy Brown's Attendance at the League of California Cities (LOCC) Annual Conference in Long Beach, CA.

J. Approve an Improvement and Inspection Agreement for Ellis Phase IB, Tract 3872, and Authorization for the Mayor to Execute the Agreement

K. Approve the Park Improvement and Refund Agreement for the Ellis Village Green Neighborhood Park within the Ellis Phase1 Subdivision, Authorize the Mayor to Execute the Agreement, and Authorize the City Clerk to File the Agreement with the San Joaquin County Recorder

2. ITEMS FROM THE AUDIENCE

3. ADOPT COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS PROGRAM LOCAL FUNDING PRIORITIES THROUGH FISCAL YEAR 2021-2022

4. PUBLIC HEARING TO CONSIDER ADOPTION OF A PRECISE PLAN LINE (ROADWAY ALIGNMENT) FOR CORRAL HOLLOW ROAD FROM PARKSIDE DRIVE TO I-580 AND AMENDMENT TO THE ROADWAY MASTER PLAN

5. RECEIVE AND FILE THE PRESENTATION ON THE FIRST QUARTER OPERATING BUDGET REPORT FOR FISCAL YEAR 2016-17 AND APPROPRIATION OF $687,215 ($384,615 FROM THE GENERAL FUND, $180,212 FROM THE SPECIAL REVENUE FUNDS, $67,545 FROM THE ENTERPRISE FUNDS AND $54,843 FROM THE INTERSERVICE FUNDS) TO RESPECTIVE OPERATING BUDGETS

6. INTRODUCE AN ORDINANCE AMENDING SECTION 4.16.180(s) OF THE TRACY MUNICIPAL CODE TO MAKE A VIOLATION FOR POSSESSING OR CONSUMING ALCOHOL IN THE PARK SUBJECT TO MISDEMEANOR PROSECUTION

7. ITEMS FROM THE AUDIENCE

8. COUNCIL ITEMS

9. ADJOURNMENT

TRACY CITY COUNCIL REGULAR MEETING MINUTES

October 18, 2016, 7:00 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy *Web Site: www.ci.tracy.ca.us*

Mayor Maciel called the City Council meeting to order at 7:12 p.m. and led the Pledge of Allegiance.

Invocation was led by Deacon Jack Ryan.

Roll call found Council Members Mitracos, Vargas, Young, Mayor Pro Tem Rickman and Mayor Maciel present.

Warrant Officer Matthew Reece presented the Discover Challenge Academy presentation.

Mayor Maciel presented the City Commissioned Art Piece by local artist Lino Giovacchini.

Cynthia Gustafson, Tracy representative on the San Joaquin County Commission on Aging presented the Commission's report for the month of October 2016.

1. CONSENT CALENDAR

ACTION Following the removal of item 1I and 1J by Council Member Vargas and Item 1N by Steve Nicolaou, it was moved by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered. 5:0

A. Adopt Council Minutes – Special Meeting Minutes for June 27, 2016, Closed Session Meeting Minutes for October 4, 2016 and Regular Meeting Minutes for October 4, 2016 were approved.

B. Authorize Amendment No. 1 to Professional Services Agreement (PSA) with CH2M Hill for Planning the Recycled Water Project Facilities and Design for Pump Stations A and B to Include a Mandated Non-Discriminatory Requirement for Proposition 84 Grant Funded Projects – Resolution 2016-209 authorized amendment No. 1 to a PSA with CH2MHill.

C. Approve a Supplemental Agreement with Union Pacific Railroad Company for a 20-inch Water Pipeline Crossing at Milepost 69.66 for the Corral Hollow Road Utility Project and Authorize the Mayor to Execute the Supplemental Agreement – Resolution 2016-210 approve a Supplemental Agreement with Union Pacific Railroad Company.

D. Approval of an Off-Site Improvement Agreement for the Tracy Hills Wastewater Pump Station and Amendment No. 5 to Task Order No. CH01-16 for CH2M Hill, Inc. for Support Services During Construction for Tracy Hills Wastewater Pump Station; and Authorization for the Mayor to Execute the Off-Site Improvement Agreement and the Amendment No. 5 to Task Order No. CH01-16 – Resolution 2016-211 approved an Off-Site Improvement Agreement for the Tracy Hills Wastewater Pump Station.

E. Approval of an Off-Site Improvement Agreement for the Corral Hollow Road Sewer and Water Lines Project and for Amendment No. 4 to Task Order No. CH01-16 for CH2M Hill, Inc. for Technical Services for Design and Services During Construction for Corral Hollow Road Sewer and Water Lines; and Authorization for the Mayor to Execute the Off-Site Improvement Agreement and the Amendment No. 4 to Task Order No. CH01-16 – Resolution 2016-212 approved an Off-Site Improvement Agreement for the Corral Hollow Road Sewer and Water Lines Project.

F. Approve a Master Professional Services Agreement with SNG & Associates, Inc., to Provide On-Call Engineering Staff Support and Plan/Map Review Services in the Engineering Division of the Development Services Department, for a Not-to-Exceed Amount of $950,000, Authorize the Mayor to Execute the Agreement on Behalf of the City, and Authorize the Development Services Director to Execute Task Orders Under the Agreement – Resolution 2016-213 approved a Master Professional Agreement with SNG & Associates, Inc.

G. Approve a 5-Foot Wide Pacific Gas & Electrical Company Electrical Easement within the City Owned Parcel Located on the South Side of Naglee Road, East of the Park and Ride Drive, for Placement and Maintenance of Electrical Service for the Panera Bread and Chipotle Mexican Grill Restaurant on Naglee Road, Authorize the Mayor to Execute the Grant of Easement, and Authorize the City Clerk to File the Easement Deed with the San Joaquin County Recorder – Resolution 2016-214 approved a 5-foot wide Pacific Gas & Electrical Easement.

H. Approval of Resolutions (1) Initiating Proceedings for the Annexation of Territory ("Ventana Project") to the Tracy Consolidated Landscape Maintenance District (TCLMD) and the Levy and Collection of Annual Assessments Related Thereto; (2) Declaring the City's Intention to Annex Territory to the TCLMD and to Levy and Collect Annual Assessments Related Thereto, Fiscal Year 2017/2018; Calling for a Property Owner Protest Proceeding; and Establishing an Assessment Range Formula for said Annexation Territory – Resolution 2016-215 Initiated Proceeding for Annexation of Territory and Resolution 2016-216 Declared the City's Intention to Annex.

K. Accept Travel Report for City Manager's Attendance at the International City/County Management Association (ICMA) Annual Conference in Kansas City, MO – Report was accepted.

L. Adopt a Resolution in Support of a Connection Between the Bay Area Rapid Transit (BART) and the Altamont Corridor Express (ACE) Rail Systems – Resolution 2016-217 supported rail connection.

M. Approve Change Order No. 3 to the Motorola Radio Communications System Expansion Agreement for the Tracy Police Department – Resolution 2016-218 approved Change Order No. 3.

O. Waive Second Reading and Adopt Ordinance 1227 an Ordinance of the City of Tracy Amending Various Sections of Chapter 11.28 (Water Management) of Title 11 of the Tracy Municipal Code – Ordinance 1227 was adopted.

P. Approve the Memorandum of Understanding Between the City of Tracy and the Hospice of San Joaquin, and Authorize the Mayor to Execute the MOU – Resolution 2016-219 approved an MOU.

I. Authorize Appropriations of $494,150 from the General Fund to the Public Works and to the Parks and Recreation Departments and Amend the Position Control Roster by the Addition of One Full-Time Senior Maintenance Worker, Two Full-Time Maintenance Workers and Two Part-Time Laborers to the Public Works Department, and Three Part-Time Facility Attendants to the Parks and Recreation Department, and Purchase Necessary Equipment to Operate the Legacy Fields Sports Complex

Council Member Vargas pulled this item for further discussion.

City Council comments and questions followed.

Steve Nicolaou clarified for the record that the $494,000 to be appropriated from the General Fund will not be used on the Tracy Little League Fields because of their obligation to maintain and operate per the recent agreement that they entered with the City. Staff confirmed Mr. Nicolaou's statement.

ACTION Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to adopt Resolution 2016-220 authorizing appropriations from the General Fund to Public Works and Parks and Recreation Departments. Voice vote found all in favor; passed and so ordered.

J. Authorize an Amendment to the City's Classification and Compensation Plans and Position Control Roster by Approving Reactivation and Revisions to the Finance Director and Human Resources Director Classifications and Salary Ranges, and Deactivating the Administrative Services Director Classification, and Approving a Budget Augmentation in the Amount of $187,200 from the General Fund

Council Member Vargas pulled this item for discussion.

City Council comments and questions followed.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Mitracos to adopt Resolution 2016-221 authorizing an amendment to the City's Classification and Compensation Plans and Position Control Roster. Voice vote found all in favor; passed and so ordered.

N. Waive Second Reading and Adopt Ordinance 1226 of the City of Tracy Adding a New Article 21.2 (I-205 Overlay Zone) to Title 10 (Planning and Zoning) of the Tracy Municipal Code

Steve Nicolaou shared his opinion about potential litigation and lawsuit against the City related to the adoption of the I-205 Overlay Zone ordinance. Mr. Nicolaou recommended that Council wait to see what the results are after the election with Measure V, if the Measure does not pass Council can determine what the City's overall structural deficit will be.

Alice English clarified a few comments that she made and was not able to complete at the previous meeting. Ms. English concluded her comments by

commending staff for their hard work on the I205 overlay.

City Council comments and questions followed.

ACTION Motion was made by Mayor Pro Tem Rickman, seconded by Council Member Vargas to adopt Ordinance 1226 of the City of Tracy adding a new Article 21.2 (I-205 Overlay Zone) to Title 10 (Planning and Zoning) of the Tracy Municipal Code. Voice vote found Council Member Mitracos, Vargas and Mayor Pro Tem Rickman in favor; Council Member Young and Mayor Maciel were opposed; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Jody Adams reported seeing Council Member Young over the weekend and commended Council Member Young for working for her vote.

Robert Tanner reminded residents who vote by mail that it will takes 2 stamps to mail the ballot. Mr. Tanner stated that there is a medical retrieval container inside the Police Department where anyone can drop off unused medication from Monday through Friday between 8:00 a.m. and 5:00 p.m. Mr. Tanner announced that on Saturday, October 22, 2016 from 10:00 a.m. to 1:00 p.m. the Police Department will have a "Medication Take Back" event.

William Moreno addressed the Council about their concern over the aesthetics of I-205. Mr. Moreno stated that he would challenge the Council to drive around and see for themselves the deteriorating aesthetics within the community, empty buildings, cars up on blocks, trailers parked in the street. These are the things that need to be addressed to make Tracy an inviting place. Mr. Moreno addressed a second concern related to the Police, he agrees that the citizens need to support the Police but they need to support the community as well. Mr. Moreno stated that he only sees the Police on Grant Line and Tracy Blvd. Mr. Moreno suggested that they need to get out of their car and talk to people in the neighborhood and suggested that the Police Chief go out on each shift to see what the officers are doing.

Keri Dowell stated that if and when the City receives some money it be used for paving the parking lots at Legacy Fields to avoid any flying rocks or debris when people drive away.

Alice English expressed concern regarding being accused of slander by a candidate for a comment that she made.

Rhodesia Ransom, Chairperson of the Planning Commission and candidate shared her opinion and observations of alleged accusations against her.

Freddi Berna, expressed concern that her neighborhood in Tennis Vista is beginning to look like a dump.

Craig Saalwaechter, acknowledged Don Scholl and Brian McDonald for assisting Arnold Barton's family in putting the memorial bench on 6th and Central. It was a good experience to work with the City's administrators and those that attended the memorial dedication last week.

Linda Jimenez announced the upcoming events at Micke Grove sponsored by the Zoological Society Friday, October 21 and Saturday, October 22, 2016 and Friday October 28, 2016 from 5:00 p.m. to 8:00 p.m.; admission is $5 for adults and $1 for children. Ms. Jimenez encouraged everyone to come out to this fundraiser and support the education department.

Bridget Tines expressed concern with the fence in her front yard between her property and her neighbor being dangerous. Ms. Tines expressed disappointment with Code Enforcement and this matter.

3. PUBLIC HEARING TO CONSIDER APPROVAL OF A DEVELOPMENT REVIEW PERMIT TO CONSTRUCT A 461,810 SQUARE FOOT INDUSTRIAL DISTRIBUTION BUILDING WITH CORRESPONDING PARKING AND LANDSCAPE IMPROVEMENTS, AND APPROVAL OF A VESTING TENTATIVE PARCEL MAP TO SUBDIVIDE THE PROPERTY FROM THE ADJACENT DEVELOPMENT, LOCATED AT 1305 E. PESCADERO AVENUE - APPLICANT IS HPA, INC; OWNER IS INDUSTRIAL PROPERTY TRUST- APPLICATION NUMBERS D16-0001, AND MS16-000

Victoria Lombardo, Senior Planner, Development Services, presented the staff report.

Applicant Industrial Property Trust acknowledged staff for their assistance with this project.

Mayor Maciel opened the public hearing, there was no testimony to be heard and Mayor Maciel closed the public hearing.

City Council comments and questions followed.

ACTION Motion was made by Council Member Vargas, and seconded by Council Member Mitracos to adopt Resolution 2016-222 approving a Development Review Permit for a 461,810 square foot industrial distribution facility located on a 23.23 acre site located at 1305 E. Pescadero Avenue – Assessor's Parcel Numbers 213-060-20 and 26 – Application Number D16-0001. Voice vote found Council Members Mitracos, Vargas, Young and Mayor Maciel in favor; Mayor Pro Tem Rickman abstained; passed and so ordered.

ACTION Motion was made by Council Member Vargas, and seconded by Council Member Mitracos to adopt Resolution 2016-223 approving a 2-lot Vesting Tentative Parcel Map located on a 75.9-acre site at 1305 E. Pescadero Avenue – Application Number MS16-0001. Voice vote found Council Members Mitracos, Vargas, Young and Mayor Maciel in favor; Mayor Pro Tem Rickman abstained; passed and so ordered.

4. RECEIVE PUBLIC TESTIMONY FROM PUBLIC HEARING FOR ANNUAL UNMET TRANSIT NEEDS, CITY OF TRACY, FISCAL YEAR 2016-17

Ed Lovell, Management Analyst, Parks and Community Services Department presented the staff report.

Mayor Maciel opened the public hearing.

Cynthia Gustafson expressed that there are two unmet needs; busses are not ADA compliant and there is a need for a bus to Larch Clover.

Mayor Maciel closed the public hearing.

City Council comments and questions followed.

Upon Council consensus, the City Council received the public testimony from public hearing for annual unmet transit needs.

Mayor Maciel called for a recess at 9:11 p.m.

Mayor Maciel reconvened the meeting at 9:21 p.m.

5. AUTHORIZE THE ESTABLISHMENT OF A TWO HOUR PARKING ZONE ON THE NORTH SIDE OF EATON AVENUE IN FRONT OF SAINT BERNARD'S

Ripon Bhatia, Senior Civil Engineer, Development Services Department, presented the staff report.

City Council comments and questions followed.

ACTION Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to adopt Resolution 2016-224 authorizing the establishment of a two hour parking zone on the north side of Eaton Avenue in front of Saint Bernard's Church. Voice vote found all in favor; passed and so ordered.

6. AUTHORIZE THE ESTABLISHMENT OF FOUR-HOUR PARKING ZONES ON SIXTH STREET BETWEEN D STREET AND CENTRAL AVENUE, ON DESIGNATED SPOTS AT THE TRANSIT STATION PARKING LOT, AND ON THE DOWNTOWN PARKING LOT AT THE NORTHWEST CORNER OF SIXTH STREET AND CENTRAL AVENUE

Ripon Bhatia, Senior Civil Engineer, Development Services Department, presented the staff report.

Robert Tanner expressed being in favor of the four-hour parking zones.

ACTION Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Mitracos to adopt Resolution 2016-225 authorizing the establishment of a four-hour parking zone on Sixth Street between D Street and Central Avenue, on designated spots at Transit Station parking lot and on the downtown parking lot at the northwest corner of Sixth Street and Central Avenue. Voice vote found all in favor; passed and so ordered.

7. AUTHORIZE AN APPROPRIATION OF $2,000,000 FROM FUND 301 AND $21,000 FROM GENERAL FUND 101 TO CIP 78163 FOR THE DESIGN AND CONSTRUCTION OF SITE IMPROVEMENTS FOR PHASE 1C OF LEGACY FIELDS

Brian McDonald, Management Analyst, Public Works Department, presented the staff report.

Ponch Martinez asked some clarifying questions about the use of the fields.

Steve Nicolaou asked how much money would be left in Fund 301 once the $2 million is spent, and if Measure V does not pass does the City face a structural deficit. Mr. Nicolaou recommended that Council wait a few weeks until after the election to make this decision, it is not fiscally prudent to do this in a haphazard fashion. Mr. Nicolaou

expressed concern because if the Measure does not pass the City will be scrambling, if the measure passes the City can finish the project in one swoop and not piecemealing as it has been doing and instead move onto other projects that need to be completed.

City Council comments and questions followed.

ACTION Motion was made by Mayor Pro Tem Rickman, and seconded by Council Member Vargas to adopt Resolution 2016-226 authorizing an appropriation of $2,000,000 from Fund 301 and $21,000 from General Fund 101 to CIP 78163 for the design and construction of site improvements for Phase 1C of Legacy Fields. Voice vote found all in favor, passed and so ordered.

8. ITEMS FROM THE AUDIENCE – Robert Tanner expressed concern that the City has not yet negotiated with the County the potential property tax increase, and the Council has not finalized the CFD for Tracy Hills or Ellis.

Linda Jimenez expressed concern with what has occurred at the national level among the candidates which is also occurring on the local level related to insinuations, misinformation and plain nastiness. Ms. Jimenez suggested that people do research on the candidates and identify what and how they have served the City. Ms. Jimenez stated that we must put all this rhetoric and nastiness aside and look at the issues and decide who would be the best candidate who will provide service to the community and continue to help the City grow. Ms. Jimenez urged people to be sensible and do their homework and talk to each candidate to make an informed decision.

Rhodesia Ransom, Chair of the Planning Commission, responded and made clarification remarks to the accusations made against her earlier. Ms. Ransom encouraged anyone who has questions regarding her campaign to contact her, instead of making false accusations.

9. COUNCIL ITEMS – There were no speakers.

Mayor Pro Tem Rickman reminded everyone that it is still Breast Cancer Month, wear pink. Mayor Pro Tem Rickman announced the following events taking place downtown this Friday and Saturday: Journey Tribute Band at the Grand Theatre, Witches and Broomstick and Con Funkshun.

Council Member Mitracos announced that this Saturday is Make a Difference day and Arbor Day.

Council Member Vargas announced that tickets are available for the Annual Bishop Dinner at Saint Bernard.

Council Member Young announced that Make a Difference Day begins at 8:00 .am. Downtown, also announced that it is Domestic Violence Awareness Month.

10. ADJOURNMENT – Time: 10:54 p.m.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adjourn the meeting. Voice vote found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on October 11, 2016. The above are action minutes. A recording is available at the Office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

November 1, 2016, 6:45 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Maciel called the meeting to order at 6:45 p.m. for the purpose of a closed session to discuss the items outlined below.

2. ROLL CALL – Roll call found Council Members Mitracos, Vargas, Young, Mayor Pro Tem Rickman and Mayor Maciel present.

3. ITEMS FROM THE AUDIENCE –There were no speakers.

4. CLOSED SESSION

   Pending Litigation (Gov. Code, § 54956.9(d)(1))

   Soto v. City of Tracy

   (San Joaquin Superior Court Case No. 39-2015-00322193-CU-PO-STK)

5. MOTION TO RECESS TO CLOSED SESSION – Mayor Pro Tem Rickman motioned to recess the meeting to closed session at 6:46 p.m. Council Member Vargas seconded the motion. Voice vote found all in favor; passed and so ordered.

6. RECONVENE TO OPEN SESSION – Mayor Maciel reconvened the meeting into open session at 6:59 p.m.

7. REPORT OF FINAL ACTION – There was no report of action.

8. ADJOURNMENT – Mayor Pro Tem Rickman motioned to adjourn the meeting; Council Member Young seconded the motion. Voice vote found all in favor; passed and so ordered. Time 6:59 p.m.

The agenda was posted at City Hall on October 25, 2016. The above are action minutes.

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Mayor

ATTEST:

_____
City Clerk

TRACY CITY COUNCIL REGULAR MEETING MINUTES

November 1, 2016, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza *Web Site:* *www.ci.tracy.ca.us*

Mayor Maciel called the meeting to order at 7:00 p.m., and led the Pledge of Allegiance.

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

Roll call found Council Members Mitracos, Vargas, Young, Mayor Pro Tem Rickman, and Mayor Maciel present.

Troy Brown, City Manager, presented the Employee of the Month award for November 2016, to Adrianne Richardson, City Manager's Office.

Mayor Maciel recognized the D.A.R.E. graduating students from George Kelly, Art Freiler, and Wanda Hirsh Elementary Schools.

Mayor Maciel presented a proclamation to Danielle Watson, Pancreatic Cancer Action Network's Bay Area Affiliate, for Pancreatic Cancer Awareness Day.

Mayor Maciel presented a proclamation to Jennifer Bem, Domestic Violence Shelter Manager, for National Homeless Youth Awareness Month.

1. CONSENT CALENDAR

ACTION It was moved by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adopt the consent calendar. Roll call vote found all in favor; passed and so ordered. Motion carried 5:0.

A. Adopt Council Minutes – Closed Session Minutes for October 24, 2016 and October 18, 2016 were approved.

B. Award a Construction Contract to the Lowest Responsive and Responsible Bidder for the Support Services Building ADA Modifications, CIP 71076, and Authorize the Mayor to Execute the Contract – Resolution 2016-227 awarded the Construction Contract.

C. Approve an Off-Site Improvement Agreement for Roadway, Sewer, and Storm Drainage Improvements for the DCT Industrial Building on Arbor Avenue, and Authorize the Mayor to Execute the Agreement – Resolution 2016-228 approved the Off-Site Improvement Agreement.

D. Approve an Off-Site Improvement Agreement for Water Line Improvements on Arbor Avenue and MacArthur Drive for the DCT Industrial Distribution Facility, and Authorize the Mayor to Execute the Agreement – Resolution 2016-229 approved the Off-Site Improvement Agreement.

E. Approval of Professional Services Agreement with NBS Government Group to Perform Analyses of Finance Division Processes, Authorization for the Mayor to Execute the Agreement, and Appropriation of $64,388 – Resolution 2016-230 approved the Professional Services Agreement.

F. Approve the Memorandum of Understanding Between the City of Tracy and Tracy Friends for Parks, Recreation and Community Services Foundation – Resolution 2016-231 approved the Memorandum of Understanding.

G. Nullify the October 4, 2016 Second Reading and Adoption of Ordinance 1225 Authorizing the Amendment to the California Public Employees' Retirement System Plan to Provide Section 20516 (Employees Sharing Additional Cost) of 3% for All Local Police Members in the Tracy Police Officers Association Due to an Administrative Error and to Comply with Government Code Section 20471 – Council approved nullifying the October 4, 2016 second reading and adoption of Ordinance 1225.

H. 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 – Ordinance 1225 was adopted.

2. ITEMS FROM THE AUDIENCE – Robert Tanner encouraged everyone who is eligible and a registered voter to go out and vote. Mr. Tanner also reminded residents that the clocks change back this coming weekend.

William Moreno expressed his disappointment with the state of neighborhoods in Tracy. Mr. Moreno added that there are 20 homes on Renown Drive with cars on blocks, trash, and parked on lawns, which is not being addressed. Mr. Moreno stated he provided Council Member Mitracos with his contact information to give to the Police Chief, but has not heard from the Police Chief. Mr. Moreno suggested town hall meetings in each neighborhood to see what residents want. Mr. Moreno asked Council to look at rent control in Tracy. Mr. Moreno also expressed his concern about the money being spent on the ball fields.

Freddie Berna expressed concern regarding junk vehicles on blocks on driveways and basketball hoops in her court.

Richard English commended Council on doing a marvelous job. Mr. English attended the Legacy Fields ribbon cutting and was surprised that Council Members did not get acknowledgement.

Anne Marie Fuller and Jenese Borges-Soto invited Council, staff and the community to the 2nd Annual Community for Care Packages packing event on Saturday, November 19, 2016, at the American Legion Hall, 1916 Tracy Blvd, Tracy at 11:00 am. Care packages will be put together for deployed military members. Ms. Fuller read a wish list of items and provided drop off locations: American Legion Hall and Salon Centric. More information is available on Facebook.

3. RECEIVE AND DISCUSS THE GRAND THEATRE CENTER FOR THE ARTS ANNUAL REPORT, ACCEPT THE GRAND FOUNDATION'S FISCAL YEAR 2016-2017 ANNUAL UNDERWRITING SUPPORT IN THE AMOUNT OF $20,000 AND APPROVE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $20,000 FOR PROGRAMMING AND TECHNICAL SUPPORT AT THE GRAND THEATRE CENTER FOR THE ARTS

Kim Scarlata, Division Manager, presented the Grand Theater Center for the Arts Annual Report. Tiffany Heben and Kaylin Schack presented the Grand Foundation's Annual Report and presented Mayor Maciel with a check in the amount of $20,000 for programming and technical support at the Grand Theatre.

Council comments followed.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adopt Resolution 2016-232 receiving the Grand Theatre for the Arts Annual Report and accepting the Grand Foundation's Fiscal Year 2016/2017 annual underwriting support of $20,000 and approving a supplemental appropriation of $20,000 in proceeds for programming and technical support at the Grand Theatre Center for the Arts. Voice vote found all in favor; passed and so ordered

4. ACCEPT REPORT REGARDING PUBLIC SAFETY EFFORTS IN ADDRESSING ILLEGAL FIREWORKS ON THE 4TH OF JULY OF 2016

Police Captain Mark Duxbury and Fire Division Chief Bramell presented the staff report.

Robert Tanner expressed concern that illegal fireworks got out of hand on July 4th. Mr. Tanner suggested Council review the legal fireworks and stop selling fireworks altogether and make it all illegal except for City sponsored fireworks at the high school.

Marla Israel supported Mr. Tanner's comments. Ms. Israel added that this past July 4th fireworks were the worst. Ms. Israel thanked Police and Fire for doing their best. Ms. Israel stated that the public needs to be educated in a better way and suggested having neighborhood watch meetings a week prior to July 4th and provide flyers. Ms. Israel added neighborhood watch people do not know the

difference between legal and illegal fireworks.

Council comments and questions followed.

Upon Council consensus, the report was accepted.

Mayor Maciel called for a recess at 9:00 p.m.

Mayor Maciel reconvened the meeting at 9:08 p.m.

5. PUBLIC HEARING TO APPROVE AN AMENDMENT TO THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN (SJMSCP) DEVELOPMENT FEE, RESULTING IN AN INCREASE IN FEES FOR 2017

Victoria Lombardo, Senior Planner, Development Services, presented the staff report.

Mayor Maciel opened the public hearing, there was no public testimony, and Mayor Maciel closed the public hearing.

Council comments and questions followed.

ACTION Motion was made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adopt Resolution 2016-233 amending Development Fees for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). Voice vote found all in favor; passed and so ordered.

6. ITEMS FROM THE AUDIENCE – Martin Evans expressed his concern regarding vicious dogs and suggested sending flyers to residents each month to encourage registering and vaccinating pets.

7. COUNCIL ITEMS

Council Member Vargas referred to comments from William Moreno regarding blight in Tracy and how the City is addressing the issue. Council Member Vargas stated Council has addressed the blight issue at least three times over the last ten months and approved hiring more staff for Code Enforcement. Council Member Vargas added that a new ordinance is being looked at and receivership to address the issue in a more aggressive way. There is a process and the homeowners have legal rights. Staff is working hard to address blight issues in the community.

Council Member Young asked if updates regarding blight could be put on the website.

Troy Brown, City Manager, responded that staff has developed an implementation plan. Mr. Brown added a matrix can be put on the website so progress can be tracked.

Council Member Vargas thanked Mayor Maciel for acknowledging the Boy Scouts in the audience and announced that this month the Boy Scouts will be going door to door collecting food on November 19, 2016, which will go to Tracy Interfaith Ministries. Council Member Vargas added nonperishable food can also we delivered to Tracy Interfaith Ministries, 311 W. Grant Line Road, between noon and 3:00 p.m.

Council Member Vargas announced the following three events in the community on November 5, 2016. Mount Oso Lodge is celebrating their 100 years of masonry in Tracy, Polenta night at the family center at Saint Bernard's, and Dine by Design at Saint Bernard's down town. Council Member Vargas gave a shout out to the Tracy Buccaneers Football team who made it to the playoffs, and Amer who will be celebrating his 5th birthday on November 5, 2016.

Mayor Pro Tem Rickman announced there will be a Tracy Comic show on November 12 and 13, 2016, in Northgate Village, and also a reptile event. Mayor Pro Tem Rickman also gave a shout out to Tracy High Volley Ball team.

Mayor Pro Tem Rickman asked Council Member Young if she would like to participate in their annual bet between Tracy High and West High football teams. The loser will wear the winning team's jersey at the next Council meeting. Council Member Young accepted the bet.

Council Member Young announced the Tracy Unified School District 6th Annual Anti-Bullying Red Carpet Awards ceremony will be held on November 9, 2016, at Kimball High School from 6:00 – 7:00 p.m. The theme will be - Don't be mean behind the screen or on the scene.

Council Member Vargas reminded residents that there will be a Notre Dame de Namur College open house on November 9, 2016, at the Tracy Transit Station. Council Member Vargas also announced that on November 2, 2016, the Altamont Working Group is meeting in Oakland to interview nine applicants to work on a project connecting BART and ACE.

Mayor Maciel announced on Thursday, November 3, 2016, at 8:30 am, at the Nirvana Event Center, a Regional Economist will be hosting the 2016 State of the North San Joaquin Valley. They will the speaking about markets, business climates, economic trends, and what will have a huge impact on the City regionally.

8. ADJOURNMENT

ACTION Motion made by Mayor Pro Tem Rickman and seconded by Council Member Vargas to adjourn the meeting. Voice vote found all in favor; passed and so ordered. Time: 9:37 p.m.

The above agenda was posted at the Tracy City Hall on October 25, 2016. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

November 15, 2016

AGENDA ITEM 1.B

REQUEST

AUTHORIZE THE SUBMISSION OF A SAN JOAQUIN AIR POLLUTION CONTROL DISTRICT REIMBURSEMENT GRANT APPLICATION FOR A PROJECTED AMOUNT OF $30,761.60 FOR THE PURCHASE OF TWO ELECTRIC-POWERED POLARIS RANGER EV UTILITY VEHICLES TO BE USED BY THE POLICE DEPARTMENT.

EXECUTIVE SUMMARY

The City of Tracy has the opportunity to apply for grant funding through the San Joaquin Air Pollution Control District's 2016 "New Alternative Fuel Vehicle" purchase program. The grant program is designed to supply new-model, clean-air and alternative fuel powered vehicles to government agencies, to assist in reducing both present and future air pollution within the San Joaquin Valley. The grant will be used in the City of Tracy to purchase two new 2016 Polaris Ranger EV electric utility vehicles. The grant program, if awarded, would require the City of Tracy to purchase the vehicles and then request reimbursement through the awarded grant. If awarded, the grant program would commence when it is processed on a first-come, first-serve basis. (Projected timeline is currently two to six months).

DISCUSSION

The San Joaquin County Air Pollution Control District is currently providing funding opportunities under several components of its Public Benefit Grants Program to local public agencies. The program was developed and designed to meet the needs and challenges faced by San Joaquin valley public institutions by providing funds towards a wide variety of clean-air, public-benefit projects, which will provide a direct benefit to San Joaquin valley residents. This component provides funding for the purchase of new alternative fuel vehicles (Electric, Plug-In Hybrid, etcetera). (See Attachment A.)

This grant would allow the City to purchase two new 2016 Polaris Ranger EV electric utility vehicles, which will be used by the Police Department. The vehicles will be used at public events for transportation and general utility purposes. These vehicles are electric-powered and are environmentally friendly, allowing citizens to see the City of Tracy's commitment to cleaner air in the valley. With the increase in public and community events in the City of Tracy, these vehicles will be heavily relied on for transportation of personnel and equipment, the set-up and break-down of the events themselves, as well as general use. The vehicles each come equipped with two-seats, a dump-feature to the rear cargo area, a winch, and all necessary lighting and safety equipment.

The specifications of the grant are as follows:

- The grant period is for three years.
- The new vehicles must be owned and operated by the City of Tracy for at least that term.
- The grant reimburses the City of Tracy for the purchase amount of these vehicles (usually within 60 working days of purchase, after approved).
- The City of Tracy must maintain replacement value insurance on the vehicles.
- The City of Tracy must properly maintain the vehicles.
- The grant amount shall not exceed $100,000 total, with a $20,000 per vehicle limit.
- The grant requires a resolution from the City Council authorizing the purchase and agreeing to the grant terms (as above).

This purchase will be made through Polaris Defense, which is the defense / government sales representative of Polaris. This also provides the City with the lowest price, which includes all the accessories and set up. (See Attachment B.)

Maintaining the vehicles will be done by the Police Department and Tracy Motorsports. Police Department personnel can perform simple routine maintenance, (battery water level checks.) The vehicles only require one annual servicing, which will be done by Tracy Motorsports, (an authorized Polaris dealer), at the price of approximately $430 the first year and $658 the following year, per vehicle. These prices would then alternate each subsequent year, respectively. (The higher price year is the charge for the bi-annual brake fluid flush and replacement). (See Attachment C.)

Utilizing this grant would also provide a good opportunity to publicize and promote the City of Tracy's willingness to acquire and use clean-energy and alternate fuel vehicles, when appropriate. These electric vehicles would be safe to use around citizens as they are zero-emission electric models, and would further show the City's commitment to reduced emissions and cleaner air in the valley, all at little to no cost for the City, after grant reimbursement.

STRATEGIC PLAN

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

FISCAL IMPACT

The grant, if awarded reimburses the City for the pre-approved amount of the purchase ($30,761.60) of both vehicles, and would completely cover the cost of the purchase ($30,761.60). Additional expenses not covered by the grant would be electricity (powered by a standard 120 volt outlet), maintenance and any repairs needed during the life of the vehicles. The electrical cost of one full charge, (50 mile range), to these vehicles would be $2.88 each.

RECOMMENDATION

Authorize the submission of a San Joaquin Air Pollution Control District grant application for a projected amount of $30,761.60, for the purchase of two electric-powered Polaris Ranger EV utility vehicles to be used by the Police Department. (If approved, signatures required on forms in Attachment D.)

Prepared by: Daniel Pasquale, Police Corporal

Reviewed by: Larry Esquivel, Police Chief
Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

Attachments

Attachment A: SJVAPCD New Alternative Fuel Vehicle Purchase Eligibility Criteria and Application Guidelines

Attachment B: Quote from "Polaris Sales Inc." for 2 Alternative Fuel Utility Transport Carts (tax not included)

Attachment C: Maintenance Quote from *Tracy Motorsports*

Attachment D: SJVAPCT Application (signatures required to apply)

Attachment A

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase Eligibility Criteria and Application Guidelines

The San Joaquin Valley Air Pollution Control District (SJVAPCD) is currently accepting applications from public agencies requesting funding, up to $20,000 per vehicle, for the purchase of new alternative-fuel vehicles. For additional information, assistance, or to receive application materials, please contact:

San Joaquin Valley Air Pollution Control District
Strategies and Incentives Department
1990 East Gettysburg Avenue
Fresno, CA 93726-0244

You may also contact us by phone or e-mail, or visit our website at:

(559) 230-5800
weberip@valleyair.org
www.valleyair.org

Please Note the Following:

- All projects will be considered on a first-come, first-serve basis.
- As with all SJVAPCD incentive programs, you may **not** order or purchase any new vehicle prior to obtaining an executed contract with the SJVAPCD. Any new vehicle purchased **prior** to contract execution is **ineligible** for funding.
- Reimbursement takes place after the new vehicle is purchased and all required documents, as specified in the SJVAPCD Public Benefit Grants Program Payment Procedures, are submitted to the SJVAPCD.

ELIGIBILITY CRITERIA

The purpose of this program is to fund the purchase of new electric, plug-in hybrid, or alternative fuel vehicles for public agencies to promote clean air alternative-fuel technologies and the use of low- or zero-emission vehicles in public fleets.

❖ The **applicant** must:

- Be a public agency such as cities, counties, special districts (i.e. water districts, irrigation districts, etc.); public educational institutions (i.e. school districts, community colleges, state universities, etc.) or any other public agency as defined by Government Code section 6252, including those agencies provided for in Article IV and Article VI of the California Constitution, that are located within the geographic area of the SJVAPCD (see map on page 9 for boundaries).
- Submit by mail or hand-deliver all original completed applications to the SJVAPCD's Strategies and Incentives Department at the address listed on Page 1 of these guidelines. Copies and/or faxes will not be accepted.
- Provide a resolution from the applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- Commit to a three (3) year contract period.
- Own and operate the vehicle(s) for the full term of the contract.
- Have existing charging/fueling infrastructure or have access to existing infrastructure to accommodate the new vehicle(s). If existing charging/fueling infrastructure is currently not available or accessible, applicant must be able to demonstrate its availability or accessibility by the time the vehicle(s) will be purchased.
- Adhere to all program requirements during the contract period.
- Maintain replacement value insurance for the vehicle(s) through the full term of the contract.
- Submit a copy of Internal Revenue Service (IRS) Request for Taxpayer Identification Number and Certification Form W-9 (Form W-9).
- Ensure each new vehicle purchased comes with a standard manufacturer warranty.
- Submit annual reports to the SJVAPCD through the full term of the contract as well as comply with recordkeeping and audit requirements. This includes retaining copies of current vehicle registration (if applicable) and insurance.
- Agree to allow the SJVAPCD to inspect the new vehicle at any time during the contract period.
- Properly maintain the new vehicle according to the manufacturer's recommendations to ensure good operating condition.
- Disclose any additional funding sources or other financial incentive(s) and funding amounts received or to be received by the applicant towards the purchase of the vehicle(s) in this project.
- Have match funding available to complete the project in a timely fashion.
- Sign a legally binding contract with the SJVAPCD agreeing to the project milestones and completion deadlines prior to funding being awarded.

- The **new** vehicle must:
  - Be owned and operated by the applicant.
  - Be a new Original Equipment Manufacturer (OEM) **electric, plug-in hybrid, or alternative fuel** vehicle(s).
  - Be deemed eligible by SJVAPCD staff. Eligible light- and medium-duty vehicles can be found on the New Alternative Fuel Vehicle Purchase Component Light- and Medium-Duty Eligible Vehicle List found on the Public Benefits homepage at:

    http://www.valleyair.org/Grant_Programs/GrantPrograms.htm#PublicBenefitGrantProgram.

    Other vehicle types, such as alternative fueled transport/utility carts, scooters, bicycles, etc. may be eligible. Please contact SJVAPCD staff if you have questions regarding vehicle eligibility.
  - Have a Gross Vehicle Weight Rating (GVWR) less than or equal to 14,000 pounds.
  - Be domiciled and have at least seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption within the geographic area of the SJVAPCD (see map on page 9 for boundaries).
- **General Information:**
  - Applicant must not purchase and/or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD. A contract is not deemed executed until all parties have signed. Any new vehicle purchased and/or delivered **prior** to contract execution is **ineligible** for program funding.
  - Funds will be awarded on a first-come, first-serve basis utilizing regional allocations based on county population and/or other regional factors. In the event that applications submitted exceed the available funding, projects will be awarded based on SJVAPCD discretion until funds are exhausted.
  - Applicants are restricted to the following limitations:
    - Applicants may apply for up to $20,000 for each new vehicle.
    - Maximum funding per applicant is $100,000 per calendar year.
  - Multiple applications may be submitted throughout the calendar year for the Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Component from the same applicant; however, funding will be limited to the above.
  - The applicant shall not submit other applications for funding for the same vehicle under this Program or any other SJVAPCD incentive programs.
  - All applications received will be subject to a review process, which will include the following:
    - Assignment of a unique project number.
    - Verification of the applicant's eligibility to participate in the Program.
    - Verification that the proposed project is consistent with these guidelines.
    - Determination that all information necessary to calculate benefits and costs is included.

- Unless written notification is provided stating otherwise, all applications submitted to the SJVAPCD will remain active and will be funded in the order received pending the availability of funds.
- Payments shall be made to the applicant only after a completed claim for payment has been received by the SJVAPCD along with all supporting documentation as specified in the SJVAPCD Public Benefit Grants Program Payment Procedures.
    - Allow up to 60 working days from the time a claim for payment is deemed complete to receive reimbursement.
- Remedies for project non-performance may include, but are not limited to:
    - Recovery of all or a portion of the program funds.
    - Other fiscal penalties on the vehicle owner based on the severity of non-performance.
    - Cancelation of the contract.
    - Prohibiting the applicant from participating in future SJVAPCD incentive programs.

APPLICANT RESOURCE WEB PAGE

To assist applicants participating in the SJVAPCD's Public Benefit Grants Program, the SJVAPCD has developed an Applicant Resource web page. This page contains links to distributors and local dealers familiar with the requirements of the Program. The information and contacts within these links can assist you in obtaining all of the information necessary to fulfill the requirements of the Program. When preparing an application, we advise that you utilize the information presented within the links on this page. By submitting complete application packets with accurate information, we can reduce the amount of time and resources necessary to process your application.

Please note that the manufacturers, distributors, and dealers represented on this page have not been "approved" by the SJVAPCD nor do they represent an exhaustive list of available resources. If you are an engine manufacturer, distributor, or dealer and you wish to be included on the Applicant Resource web page, please contact the SJVAPCD's Strategies and Incentives Department.

The Applicant Resource web page can be found at www.valleyair.org under the "Grants and Incentives" tab.

APPLICATION GUIDELINES

- Fill out the application completely and as accurately as possible. All fields are required unless otherwise indicated. Do not leave any fields blank as it lengthens the processing timeframe associated with the application and delays funding.
- All required signatures must be in **blue ink**, as a way to identify them as original.
- A **copy** of the following items must accompany the application at the time of submittal in order for the application to be deemed **complete**:
  - Internal Revenue Service (IRS) Request for Taxpayer Identification Number and Certification Form W-9 (Form W-9).
    - The information entered into the Applicant Information section of the application must be **identical** to the information on Form W-9, as this information will be used to generate all binding documents and be used to report incentive funding to the IRS.
    - A copy of the IRS Form W-9 is attached to this document. The Form can also be downloaded at www.irs.gov or by calling 1-800-829-3676.
  - Dated and itemized dealer quote for the new vehicle(s) that includes the following information:
    - Applicant name and address.
    - Dealer name and address.
    - Specific vehicle and engine information, including make, model, model year, horse power or watts, and vehicle Gross Vehicle Weight Rating (GVWR).
    - Complete and detailed breakdown of all costs: new vehicle, additional options, sales tax (with percentage rate indicated), warranty, license fees, etc.
  - Resolution from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
  - If the applicant currently does not have existing charging/fueling infrastructure available or accessible for the new vehicle(s) purchased through this program, please submit documentation which demonstrates future availability/accessibility **and** specifies the timeframe when infrastructure will be available/accessible.

STEP-BY-STEP APPLICATION GUIDANCE

This section outlines the information requirements for each field of the application. If you need additional assistance, please contact the Strategies and Incentives Department and a staff member will assist you.

Applicant Information

1. Public Agency Name

Identify the legal name of the public agency that will enter into a contract with the SJVAPCD. The information entered into this section of the application must be **identical** to the

information on IRS Form W-9, as this information will be used to generate all binding documents and be used to report incentive funding to the IRS.

2. Tax ID

Provide the Taxpayer Identification Number (TIN) entered in IRS Form W-9, in the form of an employer identification number. **The applicant's name and TIN will be used to report incentive funding to the IRS**. The SJVAPCD cannot give tax advice; please contact a tax professional or the IRS to determine the tax consequences associated with receiving incentive funding.

3. - 6. Address

Provide the physical address where the applicant is located, including: number and street name, city, state, and ZIP code.

7. - 10. Mailing Address

Provide the mailing address used by the applicant. If the physical and mailing addresses are the same, simply write "same." All correspondence generated by the SJVAPCD, including the contract, and annual reports, will be sent to the mailing address.

11. Have you applied to any other grant programs for any vehicle in this application?

Check whether or not you have applied for additional grant funding other than through this program. If yes, please provide the name of the grant program.

Primary Contact Information

1. First Name

Provide the first name of the person that will serve as the primary contact to the SJVAPCD through the full term of the contract. All questions related to the project will go to this individual.

2. Last Name

Provide the last name of the person that will serve as the primary contact to the SJVAPCD through the full term of the contract. All questions related to the project will go to this individual.

3. Title

Specify the job title of the primary contact.

4. E-mail

Provide the E-mail address of the primary contact, if one is available.

5. Phone Number

Provide the main phone number, including area code, for the primary contact.

6. Alternate Contact Number

Provide an alternate phone number, including area code, where the primary contact can be reached, if one is available.

7. Fax Number

Provide the fax number, including area code, for the primary contact, if one is available.

Contract Signing Authority

1. First Name

Provide the first name of the person authorized by the public agency that will enter into a binding contract with the SJVAPCD.

2. Last Name

Provide the last name of the person authorized by the entity that will enter into a binding contract with the SJVAPCD.

3. Title

Specify the job title of the person authorized by the entity that will enter into a binding contract with the SJVAPCD.

New Vehicle Information

If applying for more than one vehicle make and model, please copy and complete pages 2 and 3 for each additional vehicle make and model. For example, if applying for one Ford Focus Electric and three Honda Fit EVs, then pages 2 and 3 must be completed twice, once for the Ford Focus Electric and once for the Honda Fit EVs.

1. Number of Vehicles

Identify the number of vehicles to be purchased of one specific vehicle make and model.

2. Vehicle Type

Select **one** specific vehicle type, or mark "other" and specify the vehicle type.

3. – 4. Vehicle Make and Model

Provide the make and model of the new vehicle(s) to be purchased through the program. The make is the manufacturer of the vehicle, and the model is the style of vehicle. *Example:* Chevrolet (make) Volt (model).

5. Vehicle Model Year

Provide the year in which the new vehicle(s) is manufactured.

6. Vehicle GVWR (must be less than or equal to 14,000 pounds)

Provide the GVWR of the new vehicle(s) to be purchased through the program. The California DMV defines the GVWR as "the weight specified by the manufacturer as the loaded weight of a single vehicle." Vehicles with a GVWR greater than 14,000 pounds are not eligible for funding under this component.

7. Engine Horsepower/Kilowatts

Identify the horsepower or kilowatt rating of the engine in the new vehicle.

8. Fuel Type

Place a check mark in the appropriate box or mark "other" and specify the type of fuel to be used in the new vehicle.

9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only)

Provide the estimated mile range the new vehicle can travel when fully charged, if applicable.

10. Total Cost of each New Vehicle

Identify the total cost of each new vehicle; including additional options, sales tax (with percentage rate indicated), and warranty and license fees (as identified in the quote).

11. Total Funding Requested from SJVAPCD

Identify the total amount of funding requested per vehicle (maximum of $20,000 per vehicle).

12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)?

Check yes or no. If no, please describe a plan for building infrastructure or gaining access to existing charging/fueling infrastructure. If no, applicant must submit documentation explaining infrastructure as specified on Page 5 of this document.

13. How do you intend to pay for the remaining balance of the project after the grant has been applied?

Please check the appropriate box. If co-funded, please name the source. If using source other than co-funding (i.e. other grant funding), please list funding source.

New Vehicle Dealer Information

1. Vehicle Dealer Name

Provide the name of the business where you will be purchasing the new vehicle(s) associated with this application.

2. Contact / Salesperson Name

Provide the first and last name of the person the SJVAPCD can contact regarding the purchase of the new vehicle.

3. E-mail

Provide the e-mail address of the contact/salesperson, if one is available.

4. Phone Number

Provide the phone number, including area code, of the contact/salesperson.

5. Fax Number

Provide the fax number, including area code, of the contact/salesperson, if one is available.

New Vehicle Activity Information

If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity.

1. Number of vehicles with same vehicle activity

Identify the number of vehicles to be purchased of one specific vehicle make and model with the same intended vehicle activity.

2. Use within SJVAPCD boundaries

Of the total annual miles this/these vehicles(s) will travel, provide the percentage of travel within the SJVAPCD boundaries (shown on Page 9).

3. Use within CA boundaries

Of the total annual miles this/these vehicle(s) will travel, provide the percentage of travel within CA boundaries.

4. Estimated Annual Vehicle Usage

Estimate the total annual usage per vehicle. Please specify usage in miles, hours or other unit.

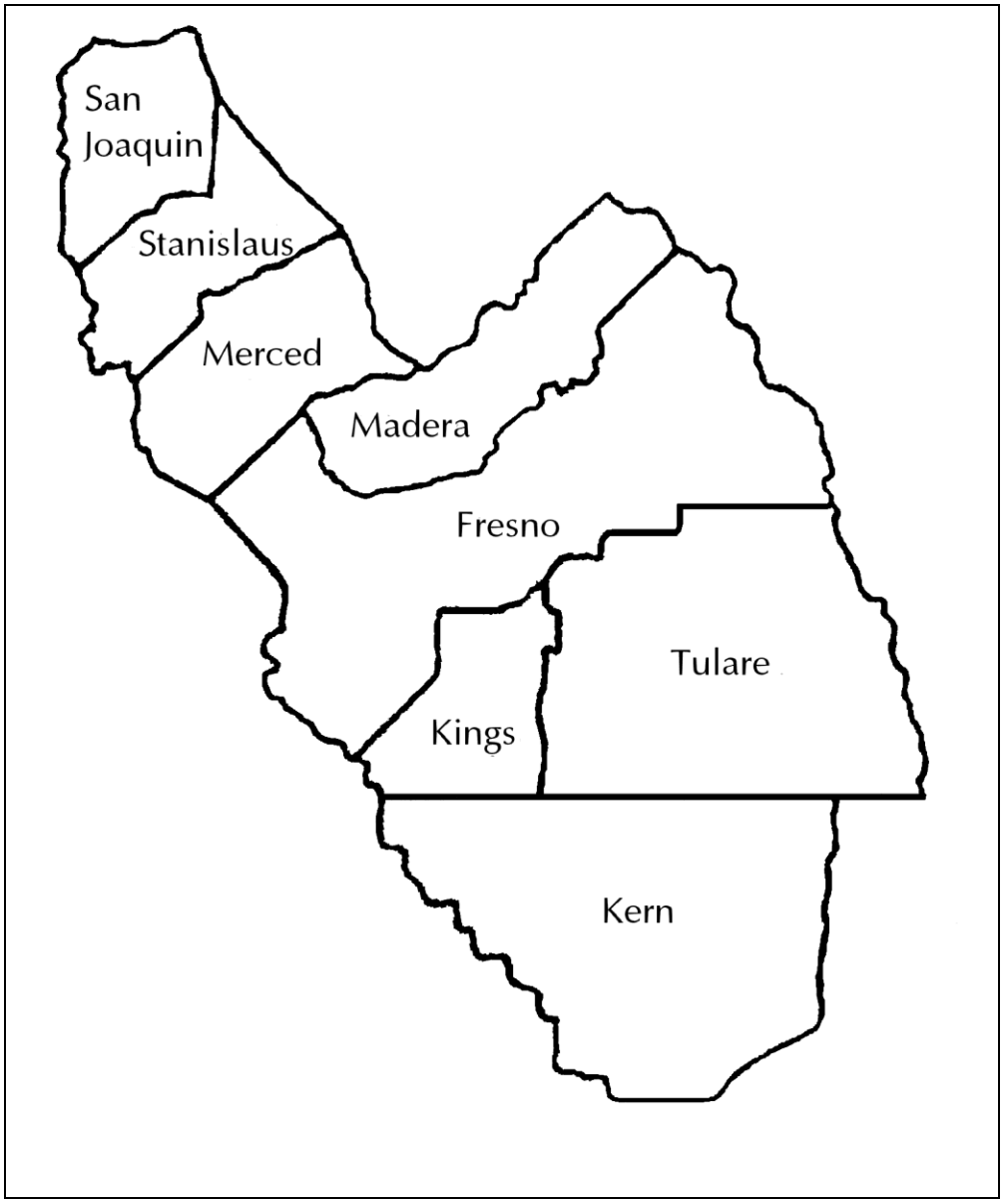
5. Vehicle Vocation/Use

Specify the vocation/use for the new vehicle (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, parking enforcement, etc.).

6. **Please mark the reason for purchasing the new vehicle(s):**

Specify the reason for purchasing the new vehicle(s) by marking one of the boxes listed.

MAP OF THE SJVAPCD



ATTACHMENT B

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

government.sales@polarisind.com
www.polarisdefense.com
www.polarisindustries.com

Contact Information:
Name: Daniel Pasquale
Email: daniel.pasquale@tracypd.com
Phone: (209) 831.6528 Ext:
Fax:

Bill To:
City of Tracy Police Department

Quote Number: QUO-30139-R2RG
Revision #: 2
Date: 9/25/2016
Quote Expires: 10/28/2016

Contract Name: CMAS
Contract #: 4-13-78-0069A
Expiration Date: 9/30/2017

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination US Continental (CONUS) Only	Within 60 days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R17RMAE4G8	2	RANGER EV Avalanche Gray	$11,299.00	$10,745.94	$21,491.88
2879960	2	Mid-Size General Purpose Poly Windshield	$349.99	$299.74	$599.48
2882287	2	Mid-Size Poly Sport Roof	$319.99	$274.05	$548.10
2880555	2	EV Auxiliary Battery Kit (includes battery)	$299.99	$256.92	$513.84
2879990	2	Mid-Size Battery Connection Cable	$39.99	$34.25	$68.50
2881669	2	Mid-Size / Full-Size Polaris HD 3500 LB Winch	$449.99	$385.38	$770.76
2880527	2	35" LED Light Bar	$649.99	$556.67	$1,113.34
2879863	2	Light Bar Wire Harness	$49.99	$42.81	$85.62
4011500	2	Accessory Light Switch	$44.99	$40.24	$80.48

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

government.sales@polarisind.com
www.polarisdefense.com
www.polarisindustries.com

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination US Continental (CONUS) Only	Within 60 days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
2878265	2	EV Power Box Lift Kit	$660.99	$582.36	$1,164.72
2880632	2	K-TRAILERABLE COVER,RGT	$299.99	$256.92	$513.84

Comments:

SUBTOTAL	$26,950.56
INSTALL*	$1,000.00
FREIGHT	$0.00
TAX	$2,811.04
TOTAL	$30,761.60

*Installation Pricing is Open Market

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

government.sales@polarisind.com
www.polarisdefense.com
www.polarisindustries.com

Acceptance and Payment Information

Wire Payment:
US Bank
602 2nd Ave South
Minneapolis, MN 55402

Phone: 1-888-799-4737
ABA#: 091 000 022
Acct#: 1 702 2513 9170
Ref: CMAS RANGER EV Avalanche Gray
PO#: _____

Ship To Address:	Billing Address:
Name:	Name:
Address:	Address:
Address:	Address:
Address:	Address:
City, State & ZIP:	City, State & ZIP:
Contact Name:	Contact Name:
Phone:	Phone:

Credit Card Holder:
Credit Card Type: VISA / Mastercard
Card Number:
Expiration Date:

To accept this quotation, sign here and return: _____

Printed name: _____

Tracy Motorsports, Inc.
3255 Auto Plaza Way
Tracy, CA 95304
Phone: 209-832-3400

Estimate

Due: $657.51

Doc Number: Estimate
Service Writer: STEVEN L
Date Printed: 09/07/2016
Date Promised: 09/07/2016
Date In: 09/07/2016

TRACY PD

Customer Information

Summary

Unit	Job	Job Total
2016 POLARIS RNGR EV	ANNUAL SERVICE + BRAKE FLUID REPLACEMENT(BRAKE FLUID BI-ANNUAL	$654.96

Job Subtotal:	**$654.96**
Job Parts Subtotal:	**$29.96**
Job Labor Subtotal:	**$625.00**
Tax:	**$2.55**
Total:	**$657.51**
Less Deposits:	**$0.00**
Total Due:	**$657.51**

This estimate is good for 30 days from printed date. Tracy Motorsports is not responsible for changes in retail pricing. This is an estimate only, actual price may change.

Signature:_____

Detail

Unit **2016 POLARIS RNGR EV** **Keyboard:**

VIN/Serial No:RANGER EV STD **Plate:** **Odom/Hrs In:**0 **Out:**0

ANNUAL SERVICE + BRAKE FLUID REPLACEMENT(BRAKE FLUID BI-ANNUAL CHANGE)Q

Description:ADVISE CUST THAT FLUID EXTREMELY IMPORTANT TO INSPECTION AND CORRECT LEVEL WHEN CHARGING

Parts

Part #	Qty	Description	Price	Discount	Total
5812232	2.00	WASHER-19X12X1.3-COP	$1.99	$0.00	$3.98
2877922	1.00	OIL-DEMAND DRIVE PLU	$14.99	$0.00	$14.99
2876160	1.00	ATV ANGLE DRIVE FLUI	$10.99	$0.00	$10.99
4014126	0.00	BATTERY-12V,XC2	$279.99	$0.00	$0.00
				Parts Subtotal	**$29.96**

Labor

Description	Technician	Total
ANNUAL SERVICE	NOAH HULST	$400.00
BRAKE FLUID SYSTEM FLUSH(BI-ANNUAL)	NOAH HULST	$225.00
	Labor Subtotal	**$625.00**
	Job Subtotal	**$654.96**

All Jobs Subtotal:	**$654.96**
Tax:	**$2.55**
Total:	**$657.51**
Less Deposits:	**$0.00**
Total Due:	**$657.51**

PERIODIC MAINTENANCE CHART

	ITEM	MAINTENANCE INTERVAL (WHICHEVER COMES FIRST)			REMARKS
		HOURS	CALENDAR	PAGE	
■	Steering	-	Pre-Ride	Steering	Inspect operation; Make adjustments as needed.
▶	Front Suspension	-	Pre-Ride	Suspension Inspection	
▶	Rear Suspension	-	Pre-Ride	Suspension Inspection	
	Tires	-	Pre-Ride	Tire Inspection	
▶	Brake Fluid Level	-	Pre-Ride	Brake Fluid Inspection	
▶	Brake Pedal Travel	-	Pre-Ride	Brake Hose and Fitting Inspection	
	Brake Systems	-	Pre-Ride	-	
	Wheels / Fasteners	-	Pre-Ride	-	
	Frame Fasteners	-	Pre-Ride	-	
	Head Lamp / Tail Lamp	-	Daily	-	Check operation; apply dielectric grease to connector if replacing
▶ ■	Brake Pad Wear	10 H	Monthly	-	Inspect periodically
▶ ■	Parking Brake Cable Adjustment	25 H	-	-	Inspect; adjust after first 25 hours
	Battery Terminals (Clean)	25 H	Monthly	-	Clean terminals and cable ends
	Battery Terminals (Torque)	25 H	Monthly	-	Re-torque terminal nuts
	Battery Fluid Level	25 H	Monthly	-	Inspect and add distilled water as needed
▶	Front Gearcase Lubricant	25 H	Monthly	-	Inspect level; change yearly
▶	Transaxle (Rear Gearcase) Lubricant	25 H	Monthly	-	Inspect level; change yearly
▶	General Lubrication	50 H	3 Months	-	Lubricate fittings, pivots, cable ends
■	Steering	50 H	6 Months	-	Inspect; Lubricate
▶	Front Suspension	50 H	6 Months	-	Check fastener torque; Check that cotter pins are in place on castle nuts. Check and lubricate tie rod ends.
▶	Rear Suspension	50 H	6 Months	-	Check fastener torque; Check that cotter pins are in place on castle nuts. Lubricate stabilizer bar pivots and A-arm joints.
▶	Wiring	100 H	12 Months	-	Inspect for wear, routing, security; apply dielectric grease to non-sealed connectors subjected to water, mud, etc.
■	Front Wheel Bearings	100 H	12 Months	-	Inspect; replace as needed
■	Brake Fluid	200 H	24 Months	-	Change every two years (DOT

ITEM		MAINTENANCE INTERVAL (WHICHEVER COMES FIRST)			REMARKS
		HOURS	CALENDAR	PAGE	
					4)
■	Toe Adjustment	-			Inspect periodically; adjust when parts are replaced
	Headlight Aim	-			Adjust as needed

▶ Perform these procedures more often for vehicles subjected to severe use.
E Emission Control System Service (California)
■ Have an authorized Polaris dealer perform these services.

Attachment D

Please return all completed applications to:
SJVAPCD Strategies and Incentives Department
1990 East Gettysburg Avenue; Fresno, CA 93726-0244

San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT

PUBLIC BENEFIT GRANTS PROGRAM

New Alternative Fuel Vehicle Purchase

Application

Applicant Information

1. Public Agency Name (as it appears on Form W-9): City of Tracy		
2. Tax ID: Taxpayer ID Number (TIN) 94-6000442		
3. Address: 333 Civic Center Plaza		
4. City: Tracy	5. State: CA	6. ZIP Code: 95376
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? ■ No ☐ Yes – Name of Grant Program(s): _____		

Primary Contact Information

1. First Name: Daniel	2. Last Name: Pasquale	
3. Title: Police Corporal	4. E-Mail: daniel.pasquale@tracypd.com	
5. Phone Number: (209) 831-6528	6. Alternate Contact Number: (209) 595-9588	7. Fax Number: (209) 831-4017

Contract Signing Authority

1. First Name: Michael	2. Last Name: Maciel
3. Title: Mayor--City of Tracy	

New Vehicle Information- Complete a separate page for each vehicle make/model

1. Number of Vehicles:
5

2. Vehicle Type (***please select one***):

Electric	**Plug-In Hybrid**	**CNG, LNG, or LPG**
☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-Light Duty Vehicle (GVWR ≤ 8,500 lbs.)	☐ Light-light Duty Vehicle (GVWR ≤ 8,500 lbs.)
■ Transport/Utility Cart	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)	☐ Light-Medium Duty Vehicle (GVWR 8,501 – 14,000 lbs.)
☐ Scooter	☐ Other (specify):	☐ Transport/Utility Cart
☐ Bicycle		☐ Other (specify):
☐ Other (specify):		

3. Vehicle Make:	4. Vehicle Model:	5. Vehicle Model Year:
Polaris	Ranger EV	2016

6. Vehicle GVWR:	7. Engine Horsepower/Kilowatts:
1,726 lbs.	30

8. Fuel Type:
■ Electric ☐ Plug-In Hybrid ☐ CNG ☐ LNG ☐ LPG ■ Other (specify):

9. Manufacturer's estimated range for fully charged vehicle (electric vehicles only):
10 miles

10. Total Cost of each New Vehicle:	11. Total Funding Requested from SJVAPCD (per vehicle):
$15,352.00	$15,352.00

12. Is there existing charging/fueling infrastructure in place for the proposed vehicle(s)? ■ Yes ☐ No
If no, please describe a plan for building infrastructure or gaining access to existing infrastructure:

13. How do you intend to pay for the remaining balance of the project after the grant has been applied?
☐ Co-funding (please name source): _____
■ Other (please specify): N/A - Total covered by the SJVAPCD

New Vehicle Dealer Information

1. Vehicle Dealer Name:
POLARIS Sales inc

2. Contact / Salesperson Name:	3. E-mail:
Jim Burk	info@polarisdefense.com
4. Phone Number:	5. Fax Number:
(866) 468-7783	(763) 847-8288

Internal use only

GMS Unit(s): _____

New Vehicle Activity Information- Complete a separate page for each vehicle make/model

If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity

1. Number of vehicles with same vehicle activity:

5

2. Use within SJVAPCD boundaries:	3. Use within CA boundaries:	4. Estimated Annual Vehicle Usage (per vehicle):
100 %	100 %	1000 Miles

5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):

Law enforcement, patrol, special events, City sponsored festivals.

6. Please mark the reason for purchasing the new vehicle(s):

■ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant:

Gas-powered two-seater ATVs or similar vehicles

☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:

☐ Other - Please specify:

Internal use only

GMS Unit(s):_____

New Vehicle Activity Information

1. Number of vehicles with same vehicle activity:

2. Use within SJVAPCD boundaries:	3. Use within CA boundaries:	4. Estimated Annual Vehicle Usage (per vehicle):
_____ %	_____ %	_____

5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.):

6. Please mark the reason for purchasing the new vehicle(s):

☐ Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant:

☐ Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:

☐ Other - Please specify:

Internal use only

GMS Unit(s):_____

Signature Form

Signing Authority to *initial and sign in* ***blue ink***

Certifications

By **initialing each of the following sections,** I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

Initial _____ The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.

Initial _____ The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.

Initial _____ The vehicle(s) purchased is/are a new OEM **electric, plug-in hybrid, or alternative fuel** vehicle(s) eligible for this program in accordance with the program guidelines.

Initial _____ Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.

Initial _____ Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).

Initial _____ Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.

Initial _____ Project match funding is reasonably available to complete the project in a timely manner.

Initial _____ Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.

Initial _____ SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

_____ _____

Signing Authority Signature **Date**

Application Packet Checklist

When submitting a project for consideration, submit a **complete** application packet. An incomplete application packet will lengthen the application processing time and delay possible incentive funding. A complete application packet includes the following items:

- ☐ Completed **Application** (Pages 1 thru 3), no required fields blank.
- ☐ Completed **Signature Form** (Page 4), signed in **blue ink**.
- ☐ First page of IRS **Form W-9**.
- ☐ Dated and itemized dealer **quote** for the new vehicle(s).
  - The quote must provide a breakdown of the total cost of the new vehicle and warranty (if not included in the purchase price), and include specific vehicle and engine information such as make, model, model year, engine horse power or watts, and vehicle GVWR.
- ☐ **Resolution** from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- ☐ If applicable, documentation which demonstrates future availability/accessibility **and** specifies the timeframe when infrastructure will be available/accessible. Only applicants who currently do not have infrastructure, or access to infrastructure, specific to the new vehicle(s) applied for in this project are required to submit this documentation.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Tracy

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
333 Civic Center DR

Requester's name and address (optional)

6 City, state, and ZIP code
Tracy, CA 95376

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
9	4	–	6	0	0	0	4	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

RESOLUTION _____

AUTHORIZING THE TRACY POLICE DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC BENEFIT GRANT PROGRAM FOR THE PURCHASE OF ALTERNATIVE FUEL (TRANSPORT UTILITY) VEHICLES

WHEREAS, the San Joaquin Valley Air Pollution Control District provides grants for the purchase of alternative fuel vehicles, and

WHEREAS, the San Joaquin Valley Air Pollution Control District permits application be made to participate in the Alternative Fuel Vehicle Purchase Program and to enter into an agreement to receive a grant, and

WHEREAS, the Tracy Police Department has need for alternative fuel vehicles, and

WHEREAS, the Tracy Police Department desires to apply for $30,760.61 under the San Joaquin Valley Air Pollution Control District Public Benefit Grant Program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tracy that the Tracy Police Department is authorized to submit a grant application to the San Joaquin Valley Air Pollution District's Alternative Fuel Vehicle Purchase Program and agrees to abide by the terms of the grant if awarded.

* **********

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this _____ day _____, 2016, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 15, 2016

AGENDA ITEM 1.C

REQUEST

AUTHORIZE AMENDMENT OF THE POSITION CONTROL ROSTER BY APPROVING THE REALLOCATION OF ONE PART TIME RECREATION LEADER I POSITION TO ONE PART TIME RECREATION LEADER II POSITION WITHIN THE COMMUNITY FACILITIES DIVISION

EXECUTIVE SUMMARY

This report recommends the reallocation of one part time Recreation Leader I position to a Recreation Leader II. This change will provide greater flexibility in staffing within the Community Facilities Division. Cost savings from the 5-month vacancy in the Recreation Leader I position will be reallocated to fund the hourly wage difference for the Recreation Leader II.

DISCUSSION

The Parks & Recreation Department's Community Facilities Division uses part time employees to provide support to renters of City parks, sports fields, and facilities. The Community Facilities Division is observing demand for sports field reservations trend upward. For this reason, and in anticipation of Legacy Fields opening and requiring additional administrative staff time, staff identified the need for a position that could be flexible enough to provide customer service for facility rentals, administrative support for sports field rentals, and facility attendant duties as needed. By resolution 2016-166, Council approved reallocation of one part-time clerical position to one Recreation Leader I position to address these needs.

Recently, changes in the Parks & Recreation Department have resulted in a re-evaluation of the duties of this part-time position, specifically a need to perform additional, regular facility attendant duties. Human Resources staff performed a classification evaluation of the position and identified the duties as appropriate for a Recreation Leader II classification. Therefore, staff is recommending that the present Recreation Leader I position be reallocated to a Recreation Leader II position.

No additional funds are being requested. Reallocation of the position will result in an annual salary cost increase of approximately $1,500, which will be paid for in fiscal year 2016/17 with cost savings from the Recreation Leader I position vacancy. Salary costs in future fiscal years will be absorbed within the approved annual operating budgets.

STRATEGIC PLAN

This agenda item supports the City Council Governance Strategic Priority and specifically implements the following goal:

Goal 1: Further develop an organization that attracts, motivates, develops and retains a high quality, engaged, informed and high performing workforce.

FISCAL IMPACT

Approval of this item will not impact the General Fund. Salary cost for the part time staff can be absorbed within the approved FY2016-17 operating budget.

RECOMMENDATION

That City Council, by resolution, authorize amendment of the Position Control Roster by reallocating one part-time Recreation Leader I position to one part-time Recreation Leader II position with the Community Facilities Division.

Prepared by: Christine Mabry, Management Analyst I

Reviewed by: Martha Garcia, Finance Division Manager
André Pichly, Parks & Recreation Director
Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2016-_____

AUTHORIZING AN AMENDMENT OF THE POSITION CONTROL ROSTER BY APPROVING THE REALLOCATION OF ONE PART TIME RECREATION LEADER I POSITION TO ONE PART TIME RECREATION LEADER II POSITION WITHIN THE COMMUNITY FACILITIES DIVISION

WHEREAS, The City utilizes a Position Control Roster, and

WHEREAS, City staff has reviewed the duties of the position and determined it is in the best interest and efficiency of the Parks & Recreation Department to reallocate an existing Recreation Leader I position to a Recreation Leader II position in the Community Facilities Division;

NOW, THEREFORE, BE IT RESOLVED, That City Council authorizes an amendment to the Position Control Roster by reallocating one part-time Recreation Leader I position to one part-time Recreation Leader II position in the Community Facilities Division.

* *

The foregoing Resolution 2016-_____ was adopted by Tracy City Council on the 15th day of November 2016, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST

_____
CITY CLERK

November 15, 2016

AGENDA ITEM 1.D

REQUEST

APPROVE AMENDMENT 1 TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS PHASE 1A, TRACT 3764, AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT, AND AUTHORIZE THE CITY CLERK TO FILE THE AMENDMENT WITH THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

Approval of Amendment 1 to the Subdivision Improvement Agreement for Ellis Phase 1A, Tract 3764, (Amendment) will allow CalAtlantic, a Delaware corporation (Subdivider) to proceed with construction of the street landscaping improvements on Corral Hollow Road and all the streets within the Ellis Phase 1A Subdivision.

DISCUSSION

Ellis Phase 1A, Tract 3764, is the first residential and commercial phase of the Ellis Phase 1 Subdivision. The residential phase is designated as Residential Low Density in the General Plan. The Final Subdivision Map for Ellis Phase 1A, Tract 3764, is comprised of 168 residential lots, the neighborhood park site (Parcel A), Parcel G for future residential lots, and two commercial lots (Parcels B and E) as shown on Attachment A.

The Final Subdivision Map for Ellis Phase 1A, Tract 3764, was approved by the City Council on September 1, 2015, by Resolution 2015-143. City Council also approved the Subdivision Improvement Agreement (SIA) for Ellis Phase 1A, to authorize construction of streets and utilities improvements required of Ellis Phase 1A.

At the Subdivider's request, the street landscaping improvements along Corral Hollow Road, Ellis Place, and streets within Ellis Phase 1A were excluded as part of the work described in the SIA, to provide the Subdivider sufficient time to resolve landscape design issues related to new regulations on water conservation measures, and work with City staff in finalizing the irrigation and landscaping improvement plans. In the approved SIA, the City and the Subdivider mutually agreed to amend the SIA, following the Subdivider's resolution of the landscape design issues and preparation of final irrigation and landscaping improvement plans, in order to add the street landscaping work as part of the subdivision improvements for Ellis Phase 1A.

The Subdivider has completed the irrigation and landscaping plans for the street landscaping, signed the Amendment, and provided improvement security, to guarantee completion of the street landscaping. The street landscaping improvements will be accepted as part of the subdivision improvements for Ellis Phase 1A.

FISCAL IMPACT

There will be no impact to the General Fund. The Subdivider has paid the applicable engineering review fees which include the cost of processing the Amendment.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve Amendment 1 to the Subdivision Improvement Agreement for Ellis Phase 1A, Tract 3764, authorize the Mayor to execute the Amendment, and authorize the City Clerk to file the Amendment with the San Joaquin County Recorder.

Prepared by: Criseldo Mina, Senior Civil Engineer

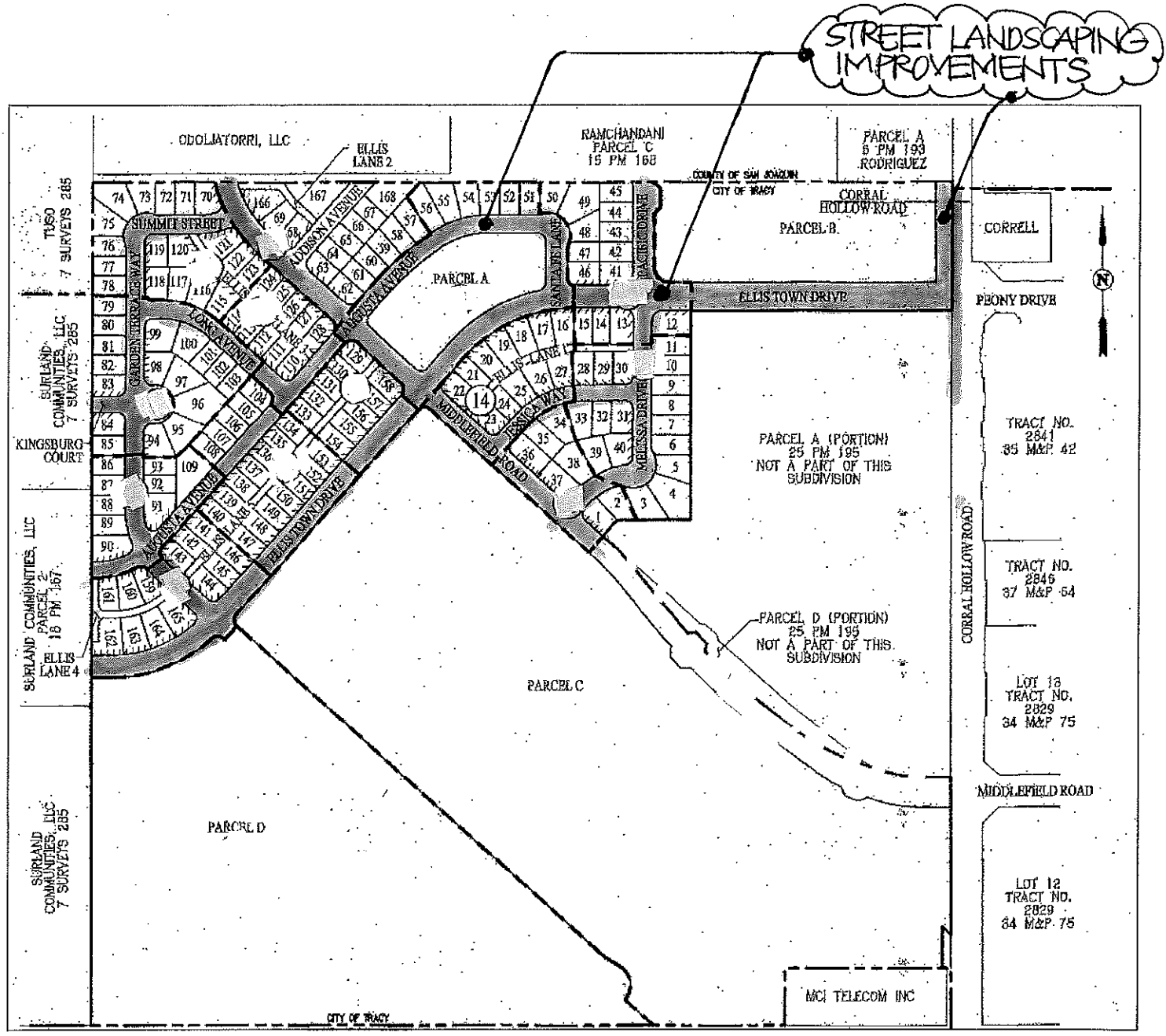
Reviewed by: Robert Armijo, City Engineer
Andrew Malik, Development Services Director
Martha Garcia, Interim Administrative Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Amendment 1 to the Subdivision Improvement Agreement

ELLIS PHASE 1A, TRACT 3764



Location Map

NOT TO SCALE:

Recording Requested By
And When Recorded Mail To:
City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attention: Nora Pimentel
City Clerk

CITY OF TRACY
FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS PHASE 1A, TRACT 3764

This **FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR ELLIS PHASE 1A, TRACT 3764** ("Amendment") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("City") and **CALATLANTIC GROUP, INC.**, a Delaware corporation (referred to as "Subdivider").

RECITALS

A. The Subdivider is currently the owner of the real property located at the southwest corner of Corral Hollow Road and Peony Drive (hereinafter "Property"), and more particularly described in Exhibit "A", attached and incorporated herein by its reference.

B. On September 1, 2015, pursuant to Resolution 2015-143, the City Council approved the Final Map of the first residential phase of the Modified Ellis Project on the Property known as "Ellis Phase 1A, Tract 3764", which composed of 168 single family dwelling lots and two commercial lots. The City Council also authorized a Subdivision Improvement Agreement (hereinafter "Agreement") to authorize the Subdivider to proceed with the construction of public improvements that are required of Ellis Phase 1A, Tract 3764.

C. The parties now wish to amend the Agreement to add the Additional Work described in sub-section 1.7 of the Agreement and as shown on the fifty-three (53) sheets of irrigation and landscaping improvement plans titled "Ellis Phase 1A – Streetscape Improvements" prepared by Gates + Associates – Landscape Architecture Land Planning Urban Design of San Ramon, California to the Work described in the Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE**. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT. The Work as described in the Plans and Specifications, and Section 1 of the Agreement is amended to include the Additional Work as shown on the forty-eight (48) sheets of irrigation and landscaping improvement plans titled "Ellis Phase 1A – Streetscape Improvements" prepared by Gates + Associates – Landscape Architecture Land Planning Urban Design of San Ramon, California, as approved by the City Engineer. The Developer shall furnish the contract security for the Additional Work as follows:

   2.1 Faithful Performance security in the amount of **$1,190,200** to secure faithful performance of this Agreement (until the date when the City Council accepts the Work as complete) pursuant to Government Code section 66499.1, 66499.4, and 66499.9.

   2.2 Labor and Material security in the amount of **$1,190,200** to secure payment by Subdivider to laborers and materialmen (until the date when claims in connection with the Work are required to be made by laborers and materialmen) pursuant to Government Code Sections 66499.2, 66499.3, 66499.4, and 66499.7(b).

   2.3 Warranty security in the amount of **$119,020** to secure faithful performance of this Agreement (from the date when the City Council accepts the Work as complete until one (1) year thereafter) pursuant to Government Code Section 66499.1, 66499.4, and 66499.9.

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3. **SIGNATURES.** The individuals executing this Amendment have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Subdivider and the City. This Amendment 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, a municipal corporation

By: Michael Maciel
Title: MAYOR
Date: _____

Attest:

By: Nora Pimentel
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Bill Sartor
Title: CITY ATTORNEY
Date: _____

SUBDIVIDER:
CALATLANTIC GROUP, INC., a Delaware corporation

By: Thomas Burnside
Title: Operations VP
Date: 10/25/2016

By: Tony Ponferio
Title: Operational VP
Date: 10/25/2016

01-081315cm

RESOLUTION 2016-_____

APPROVING AMENDMENT 1 TO THE SUBDIVISION IMPROVEMENT AGREEMENT, FOR ELLIS PHASE 1A, TRACT 3764, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT, AND AUTHORIZING THE CITY CLERK TO FILE THE AMENDMENT WITH THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, Ellis Phase 1A, Tract 3764, is the first residential and commercial phase of the Ellis Phase 1 Subdivision, and

WHEREAS, The Final Subdivision Map for Ellis Phase 1A, Tract 3764, is comprised of 168 residential lots, the neighborhood park site (Parcel A), Parcel G for future residential lots, and two commercial lots (Parcels B and E), and

WHEREAS, City Council approved the Final Subdivision Map and Subdivision Improvement Agreement (SIA) for Ellis Phase1A, Tract 3764, on September 1, 2015, pursuant to Resolution 2015-143, and

WHEREAS, At the Subdivider's request, the street landscaping improvements along Corral Hollow Road, Ellis Place, and streets within Ellis Phase 1A were excluded as part of the work described in the SIA, to provide the Subdivider sufficient time to resolve landscape design issues related to new regulations on water conservation measures, and work with City staff in finalizing the irrigation and landscaping improvement plans, and

WHEREAS, As part of the approved SIA, the City and the Subdivider mutually agreed to amend the SIA, following the Subdivider's resolution of the landscape design issues and preparation of final irrigation and landscaping improvement plans, to add the Subdivider's obligation to construct the street landscaping improvements as part of the subdivision improvements for Ellis Phase 1A, and

WHEREAS, To guarantee completion of the Subdivider's obligations regarding completion of the street landscaping improvements, the Subdivider has executed the Amendment and has submitted the required improvement security, and

WHEREAS, There will be no impact to the General Fund. The Subdivider has paid the applicable engineering review fees which include the cost of processing the Amendment;

NOW, THEREFORE BE IT RESOLVED, That City Council approves Amendment 1 to the Subdivision Improvement Agreement for Ellis Phase 1A, Tract 3764, authorizes the Mayor to execute the Amendment, and authorizes the City Clerk to file the Amendment with the San Joaquin County Recorder.

* * * * * * * * * *

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 15th day of November 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 15, 2016

AGENDA ITEM 1.E

REQUEST

APPROVAL OF AGREEMENT TO DEFER PAYMENT OF DEVELOPMENT IMPACT FEES ON NEW RESIDENTIAL DEVELOPMENT FOR TRACY HILLS PROJECT, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Agreement to Defer Payment of Development Impact Fees on New Residential Development for Tracy Hills Project, and authorization for the Mayor to execute the Agreement. Tracy Hills Phase I, LLC, a Delaware limited liability company ("Owner") has signed the Agreement to Defer Payment of Development Impact Fees on New Residential Development.

DISCUSSION

California Government Code § 66007 provides that if any fees or charges imposed by a local agency on a residential development for the construction of public improvements or facilities are not fully paid prior to issuance of a building permit for construction of any portion of the residential development encumbered thereby, the local agency issuing the building permit may require the property owner, as a condition of issuance of the building permit, to execute a contract to pay the fees or charges, or applicable portion thereof, prior to the date of final inspection, or the date the certificate of occupancy is issued, whichever occurs first. In other words, some Residential impact fee payments may be deferred until final inspection provided certain criteria is met. The fees deferred under this agreement are those fees that will not be used to provide infrastructure that is necessary to serve the project (i.e. "triggered" by the project).

Section 3.3(a) of the Development Agreement for the Tracy Hills Project provides for the City and the Owner to execute a separate contract pursuant to Government Code Section 66007 to establish the time for payment by Owner of the City-wide Development Impact Fees that apply to Phase I of the Tracy Hills Project.

This Agreement applies to Owner's payment of the impact fees for Transportation, Water Treatment Facilities, Wastewater Conveyance Facilities, Recycled Water, Parks, Public Safety and Public Facilities, which are payable by Owner on a pro rata basis for each residential unit constructed by Owner on the Property.

The Agreement to Defer Payment of Development Impact Fees on New Residential Development for Tracy Hills Project (Attachment A) has been prepared by City staff and signed by the Owner.

FISCAL IMPACT

There will be no impact to the General Fund. The Agreement defers the timing of payment of impact fees pursuant to California Government Code § 66007 and the

Development Agreement for the Tracy Hills Project. The Owner will pay all applicable impact fees per the requirements of the Agreement.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve the Agreement to Defer Payment of Development Impact Fees On New Residential Development for Tracy Hills Project, and authorize the Mayor to execute the Agreement.

Prepared by: Criseldo Mina, Senior Civil Engineer

Reviewed by: Robert Armijo, City Engineer
Martha Garcia, Interim Administrative Services Director
Andrew Malik, Development Services Director
Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Agreement to Defer Payment of Development Impact Fees On New Residential Development for Tracy Hills Project

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF TRACY
333 CIVIC CENTER PLAZA
TRACY, CA 95376
ATTN: CITY CLERK

Attachment A

(SPACE ABOVE THE LINE IS FOR RECORDER'S USE)

AGREEMENT TO DEFER PAYMENT OF DEVELOPMENT IMPACT FEES ON NEW RESIDENTIAL DEVELOPMENT [Government Code § 66007]

This Agreement ("**Agreement**") is made this ___ day of _____, 2016, by and between the CITY OF TRACY, a municipal corporation ("**City**"), on one hand, and THE TRACY HILLS PROJECT OWNER, LLC, a Delaware limited liability company, and TRACY PHASE I, LLC, a Delaware limited liability company (together hereinafter referred to as "**Owner**"), on the other hand, affecting the real property located in Tracy, California, and more particularly described in Exhibit A hereto (the "**Property**"), which is within the area commonly referred to as the Tracy Hills Project.

RECITALS

WHEREAS, California Government Code § 66007 provides that if any fees or charges imposed by a local agency on a residential development for the construction of public improvements or facilities are not fully paid prior to issuance of a building permit for construction of any portion of the residential development encumbered thereby, the local agency issuing the building permit may require the property owner, or lessee if the lessee's interest appears of record, as a condition of issuance of the building permit, to execute a contract to pay the fees or charges, or applicable portion thereof, prior to the date of final inspection, or the date the certificate of occupancy is issued, whichever occurs first;

WHEREAS, City and Owner are parties to the certain Development Agreement by and between the City of Tracy, The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, approved and adopted by the City of Tracy on April 19, 2016, and effective on May 19, 2016 (the "**DA**");

WHEREAS, Section 3.3(a) of the DA provides for the parties to the DA to execute a separate contract pursuant to Government Code Section 66007 to establish the time for payment by Owner of the City-wide Development Impact Fees that apply to the Tracy Hills Project; and

WHEREAS, City and Owner intend this Agreement to serve as the contract to establish the timing of Owner's payment of those certain fees described herein, pursuant to Government Code Section 66007 and as required by Section 3.3(a) of the DA.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing, City and Owner hereby agree and covenant as follows:

1. The foregoing Recitals are true and are hereby incorporated and expressly made a part of this Agreement.

2. This Agreement applies to Owner's payment of the following City fees, which are payable by Owner on a pro rata basis for each residential unit constructed by Owner on the Property and which are referred to herein as the "Deferred Development Impact Fees":

a. Transportation Impact Fee (as adopted on January 7, 2014 by Resolution No. 2014-10 based on the *Citywide Roadway and Transportation Master Plan Traffic Impact Fee Program* study prepared by RBF and Kimley-Horn Consultants and dated October 2013);

b. Water Treatment Facilities Impact Fee (as adopted on January 7, 2014 by Resolution No. 2014-10 based on the *Citywide Water System Master Plan – Tier 1 Development Impact Fee Analysis for the Backbone Buildout Portable and Recycled Water Systems* study prepared by West Yost Associates and dated August 28, 2013);

c. Wastewater Conveyance Facilities Impact Fee (as adopted on January 7, 2014 by Resolution No. 2014-10 based on the *Tracy Wastewater Conveyance and Treatment Development Impact Fee Study* prepared by CH2MHill dated January 2013), except as otherwise provided in the **DA**;

d. Recycled Water Impact Fee (as adopted on January 7, 2014 by Resolution No. 2014-10 based on the *Citywide Water System Master Plan – Tier 1 Development Impact Fee Analysis for the Backbone Buildout Portable and Recycled Water Systems* study prepared by West Yost Associates and dated August 28, 2013);

e. Wastewater Treatment Facilities Impact Fee (as adopted on January 7, 2014 by Resolution No. 2014-10 based on the *Tracy Wastewater Conveyance and Treatment Development Impact Fee Study* prepared by CH2MHill dated January 2013), except as otherwise provided in that certain Development Agreement by and between the City of Tracy and The Tracy Hills Project Owner, LLC, and Tracy Phase I, LLC, approved by the City Council of the City of Tracy on April 19, 2016 (the "**DA**");

f. Parks Impact Fee (as adopted on January 7, 2014 by Resolution No. 2014-10 based on the *Parks AB1600 Development Impact Fee Technical Memo* prepared by Harris & Associates and dated May 2013);

g. Public Safety Impact Fee (as adopted on January 7, 2014 by Resolution No. 2014-10 based on the *Public Safety AB1600 Development Impact Fee Technical Memo* prepared by Harris & Associates and dated May 2013, and updated on September 16, 2014 by Resolution No. 2014-158 based on the *Public Safety AB1600 Development Impact Fee Update Technical Memorandum* prepared by Harris & Associates and dated July 28, 2014)

h. Public Facilities Impact Fee (as adopted on January 7, 2014 by Resolution No. 2014-10 based on the *Public Facilities AB1600 Development Impact Fee Technical Memo* prepared by Harris & Associates and dated April 2013).

3. Notwithstanding any provisions of any other ordinance or resolution heretofore adopted to the contrary, and subject to the provisions of Section 4 below, (a) the City shall not seek to collect Owner's payment of the Deferred Development Impact Fees for each residential unit constructed on the Property until the City has commenced the final inspection of such residential unit, and (b) Owner shall pay the Deferred Development Impact Fees for each residential unit constructed on the Property on or prior to the date the final inspection is completed for each such unit, or the date of the City's issuance of a certificate of occupancy for each such unit, whichever occurs first.

4. Notwithstanding the provisions of Sections 2 and 3 above, Developer shall pay the following fees at the following times:

a. Not later than thirty (30) days from Developer's receipt of notice from the City of the City's need for matching funds to secure grant funding for recycled water infrastructure, Developer shall pay in full all Recycled Water Impact Fees (as described in Section 2.d above) that remain outstanding as of that date. The City and Developer hereby agree that the City's notice shall be timed to ensure that the City receives Developer's payment not later than sixty (60) days prior to the date that the City needs the matching funds for grant purposes. Following such payment, the fee deferral provisions of this Agreement shall continue to apply to all of Developer's subsequent payments of the Recycled Water Impact Fees.

b. Not later than the date on which the City issues a building permit for the structure that will include the four thousand two hundredth (4,200th) residential unit to be constructed on the Property, Developer shall pay in full all Wastewater Treatment Facilities Impact Fees (as described in Section 2.e above) that remain outstanding as of that date. Following such payment, the fee deferral provisions of this Agreement shall continue to apply to all of Developer's subsequent payments of the Wastewater Treatment Facilities Impact Fees.

5. Owner shall not convey or transfer all or any portion of its interest in any residential unit constructed by Owner on the Property until all Development Impact Fees, including but not limited to the Deferred Development Impact Fees, have been paid for the residential unit to be conveyed or transferred. Except as specifically set forth in the DA, all Development Impact Fees applicable to residential units constructed by Owner on the Property, including but not limited to the Deferred Development Impact Fees, shall be paid in the amounts in effect at the time of payment. The limitations on conveyances set forth in this Section 4 shall not limit or impair Owner's right to convey any portion of the Property that has not been developed with residential structures.

6. This Agreement shall be recorded by Owner in the office of the County Recorder of San Joaquin County and, from the date of recordation, shall constitute a lien for the satisfaction by Owner or its successors-in-interest (by payment, fee credits, or other form of satisfaction acceptable to the City) of all Development Impact Fees applicable to all residential units constructed by Owner on the Property, including but not limited to the Deferred Development Impact Fees, which lien shall be enforceable against Owner and Owner's heirs, assigns, and successors-in-interest.

7. Payment of any Development Impact Fees as specified herein, including but not limited to the Deferred Development Impact Fees, shall be deemed a debt due and owing to the City of Tracy at such time which debt shall only be deemed satisfied and discharged upon payment in full to the City of Tracy.

8. Upon payment in full of all Development Impact Fees, including but not limited to the Deferred Development Impact Fees, as to any lot or lots, as the case may be, City shall execute and deliver to Owner a written acknowledgement of satisfaction of Owner's obligations under this Agreement and release of lien for the affected lot or lots in a form suitable for recordation. Upon payment of the last Development Impact Fees governed by this Agreement, in addition to the foregoing document for the affected lot or lots, City shall execute and record an acknowledgement of satisfaction and termination of this Agreement in full as to the entire Property and shall provide a conformed copy to Owner.

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

"OWNER"

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 Community 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
Its: Authorized Representative

TRACY PHASE I, LLC,
a Delaware limited liability company

By: _____
Name: John Stanek
Title: Authorized Representative

"CITY"

By: _____
Printed Name: _____
Title: _____

APROVED AS TO FORM:

CITY ATTORNEY
By: _____
Printed Name: _____
Title: _____

[OWNER'S SIGNATURE(S) MUST BE PROPERLY ACKNOWLEDGED BY A NOTARY PUBLIC]

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

State of California)
) ss
County of Orange)

On September 7, 2016, before me, Anne Nguyen, Notary Public, personally appeared John Stanek, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signatures on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

ANNE NGUYEN
Commission # 2119883
Notary Public - California
Orange County
My Comm. Expires Aug 14, 2019

Signature

(Affix Seal)

EXHIBIT "A"
(Legal Description of Property Attached)

EXHIBIT A

Legal Description of Property

Phase 1A

All that real property situate in the City of Tracy, County of San Joaquin, State of California, and being all of Parcels 1 through 7, inclusive, as shown on the Parcel Map filed August 8, 2013 in Book 25, Page 168 of Parcel Maps of said County.

APN: 253-360-01, 253-360-02, 253-360-03, 253-360-04, 253-360-05, 253-360-06, 253-360-08, 253-360-09, and 253-360-10.

Phase 1B

All that real property situate in the City of Tracy, County of San Joaquin, State of California, and being all of Resultant Parcel No. 1 described in the Owner(s) Grant Deed recorded on February 1, 2013 as Document No. 2013-015451 Official Records of San Joaquin County that lies south of the Union Pacific Railroad right of way, east of highway 580, and west of the California Aqueduct.

Excepting therefrom Parcels 1 through 7, inclusive, as shown on the Parcel Map filed August 8, 2013 in Book 25, Page 168 of Parcel Maps of said County, and the portion of Corral Hollow (street right of way fee dedication) offered and accepted on the Parcel Map recorded August 8, 2013 in Book 25, Page 168 of Parcel Maps of said County records.

APN: 251-040-08, 251-050-07, 251-060-07; and 253-360-07

Phase 2 thru 4

All that real property situate in the City of Tracy, County of San Joaquin, State of California, and being all of Resultant Parcel No. 2 described in the Owner(s) Grant Deed recorded on February 1, 2013 as Document No. 2013-015450 Official Records of San Joaquin County.

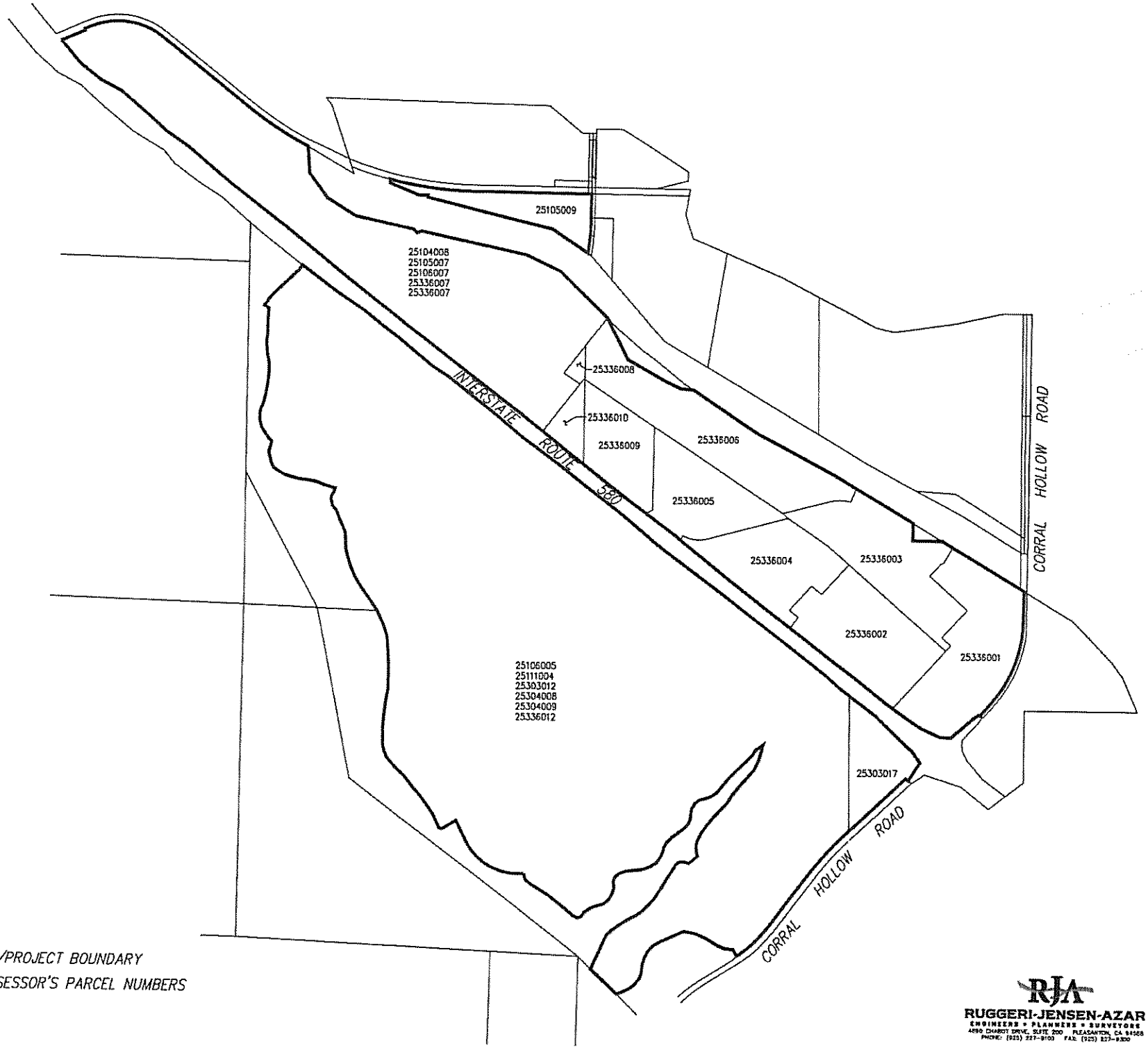
All that real property situate in the City of Tracy, County of San Joaquin, State of California, and being all of 27.31 Acres described in the Certificate of Compliance recorded October 05, 2005 as Document No. 2005-249673 Official Records of San Joaquin County.

APN: 251-060-05, 251-110-04, 253-030-12, 253-030-17, 253-040-08, 253-040-09, and 253-360-12

Phase 5A

All that real property situate in the City of Tracy, County of San Joaquin, State of California, and being all of Resultant Parcel No. 1 described in the Owner(s) Grant Deed recorded on February 1, 2013 as Document No. 2013-015451 Official Records of San Joaquin County that lies south of the Union Pacific Railroad right of way and east of the California Aqueduct.

APN: 251-050-09



RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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RESOLUTION 2016-_____

APPROVING THE AGREEMENT TO DEFER PAYMENT OF DEVELOPMENT IMPACT FEES ON NEW RESIDENTIAL DEVELOPMENT FOR TRACY HILLS PROJECT, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, California Government Code § 66007 provides that if any fees or charges imposed by a local agency on a residential development for the construction of public improvements or facilities are not fully paid prior to issuance of a building permit for construction of any portion of the residential development encumbered thereby, the local agency issuing the building permit may require the property owner, as a condition of issuance of the building permit, to execute a contract to pay the fees or charges, or applicable portion thereof, prior to the date of final inspection, or the date the certificate of occupancy is issued, whichever occurs first, and

WHEREAS, Section 3.3(a) of the Development Agreement for the Tracy Hills Project provides for the City and the Owner to execute a separate contract pursuant to Government Code Section 66007 to establish the time for payment by Owner of the City-wide Development Impact Fees that apply to Phase I of the Tracy Hills Project, and

WHEREAS, The Agreement to Defer Payment of Development Impact Fees On New Residential Development for Tracy Hills Project has been prepared by City staff and signed by the Owner, and

WHEREAS, There will be no fiscal impact to the General Fund;

NOW, THEREFORE, BE IT RESOLVED, That City Council approves the Agreement to Defer Payment of Development Impact Fees On New Residential Development for Tracy Hills Project, and authorizes the Mayor to execute the Agreement.

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

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 15th day of November, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST

_____
CITY CLERK

November 15, 2016

AGENDA ITEM 1.F

REQUEST

ADOPT, BY RESOLUTION, AMENDMENT NUMBER 1 TO THE COST BENEFIT SPREADSHEET TO ACCELERATE REIMBURSEMENT TIMING FOR THE NORTH ROADWAY FUNDING AREA

EXECUTIVE SUMMARY

City staff requests that the City Council approve Amendment 1 to the Cost Benefit Spreadsheet for the I-205 North Roadway Funding Area and accelerated reimbursement timing for the North Roadway Funding area. City staff has determined that reimbursements can be accelerated (per the request of the effected developers) by releasing a certain amount of the fund balance rather than holding onto that balance for the construction of Street A. Street A isn't needed now and when that street is required, future fee collections will cover the cost of its construction.

DISCUSSION

The I-205 North Roadway Funding Area consists of approximately 121 acres of mixed land uses and is located north of Grant Line Road between the west City limit line and Naglee Road (see Attachment B). On March 6, 2001, by resolution 2001-085, City Council adopted the fair share funding responsibility for the I-205 North Roadway funding area. The report established the obligations of approximately 29 parcels to pay for the construction of the 2 middle lanes and median of Street A, Street B (Pavilion Parkway) and Robertson Drive.

Shortly after the adoption of the report, several developers came together and built the roadway improvements with the exception of the southern portion of Street A. These developers requested that the City adopt a mechanism by which they would receive reimbursement for the construction of these improvements from future developments. On August 19, 2003, by resolution number 2003-300, a cost/benefit spreadsheet and reimbursement table was adopted by Council that provided the means by which the developers who fronted the cost to complete the roads would be reimbursed through fees paid at building permit from the remaining property owners. At that time, it was stipulated that no reimbursements would be made until sufficient money had been collected for the City to complete the remaining portion of Street A.

This cost/benefit spreadsheet and reimbursement table was updated on January 20, 2009 by resolution 2009-005 to account for the anticipated increased cost to construct Street A and to update the obligations by the ENR construction cost index.

The outstanding reimbursements and the amounts reimbursed to date are summarized in Table 1 below. There are five property owners who are owed reimbursements.

Table 1

Property Owner	Total Reimbursement Due	% of money to be Reimbursed	Reimbursement 10/1/2008	Reimbursement 4/18/16	Reimbursement Remaining
Robertson & Trask	$ 218,997	37.82%	$ 19,334	$ 25,833.77	$ 173,829.80
William & Lydia Yee	$ 63,440	10.96%	$ 5,601	$ 7,483.65	$ 50,355.82
Tracy Commercial LLC	$ 87,897	15.18%	$ 7,760	$ 10,368.67	$ 69,768.56
Tracy Auto Land LLC	$ 112,654	19.46%	$ 9,945	$ 13,289.12	$ 89,419.58
Tracy Nissan	$ 95,994	16.58%	$ 8,475	$ 11,323.82	$ 76,195.52
Total:	**$ 578,983**	**100.00%**	**$ 51,114**	**$ 68,299.03**	**$ 459,569.28**

The City has collected $779,158.05 in fees to date and has made a total of $119,413.47 in reimbursements. The City's fund balance is $659,744.58. The developers have requested that the City pay off the outstanding reimbursements totaling $459,569.28 from the fund balance rather than holding that money for construction of Street A.

The City has determined that there is no immediate need for Street A to be built; likely it will not develop until the property to the West of it, outside the City limits, develops and therefore processing a full reimbursement at this time makes sense. Processing this reimbursement immediately reduces the time the City must spend to monitor and process reimbursement requests on this fund, thus eliminating City administrative costs.

The vacant properties will continue to pay their obligations at building permit and the City will utilize these funds to contribute towards the construction of Street A when construction is determined necessary. The obligation of the remaining property owners is shown in Attachment A and a map of the corresponding properties is shown in Attachment B.

FISCAL IMPACT

There is no fiscal impact on the General Fund. The responsibility for roadway improvements is shared by the North Area benefiting property owners. A reconciliation of fees to be collected, reimbursements to be made and money to fund the CIP for Street A are shown in Table 2.

Table 2

Money Collected to Date:	$	779,158.05
2008 Reimbursement	$	51,114.44
2016 Reimbursement	$	68,299.03
Fund Balance	$	659,744.58
Reimbursement Remaining	$	459,569.28
Fund Balance After Reimbursement	$	200,175.30
Fees Remaining to Be Collected	$	503,371.97
Estimated Cost of Street A:	$	642,822.27

RECOMMENDATION

That the City Council, by Resolution, adopt Amendment 1 to the cost benefit spreadsheet to accelerate reimbursement timing for the North Roadway Funding area.

Prepared by: Robert Armijo, City Engineer

Reviewed by: Andrew Malik, Director of Development Services
Martha Garcia, Interim Administrative Services Director
Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Cost Benefit Spreadsheet
Attachment B – Property Map

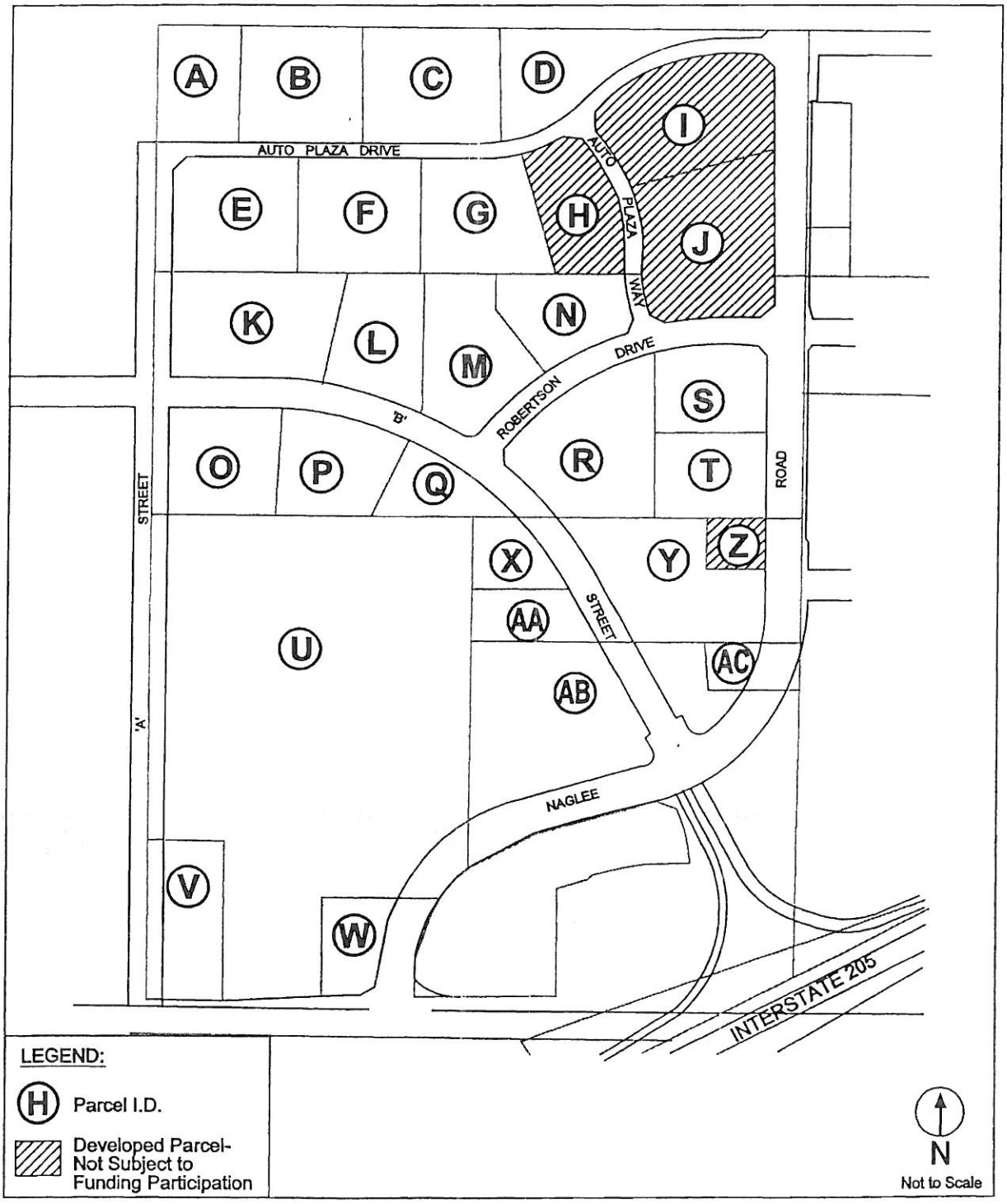
Attachment A

Cost Benefit Spreadsheet

Parcel	GL PARCEL	Acreage	Original Parcel Obligations*	Collected as of 2008 Reimbursement	2008 Remaining Fees to Be Collected	Remaining Fees Updated by ENR 2008	Fees Collected 2008-2016	Remaining Fees
A	GL-2b	2.42	$89,092		$89,092	$ 111,780		$ 111,780
B	GL-2b	3.50	$132,606	$ 84,260	$48,346	$ 60,658		$ 60,658
C	GL-2A	4.00	$97,636		$97,636	$ 122,500	$ 40,421	$ 82,078
D	GL-2A	3.11	$47,026		$47,026	$ 59,001		
E	GL-2B	3.64	$109,199	$ 109,199	$0	$ -		$ -
F	GL-2B	3.50	$125,056		$125,056	$ 156,902		$ 156,902
G	GL-2A	2.51	$83,285	$ 66,363	$16,922	$ 21,231	$ 16,922	$ -
H	GL-2A	3.57	$0		$0	$ -		$ -
I	GL-2A	4.45	$0		$0	$ -		$ -
J	GL-2A	5.02	$0		$0	$ -		$ -
K	GL-3B	4.44	$0		$0	$ -		$ -
L	GL-3B	2.75	$0		$0	$ -		$ -
M	GL-3A	4.11	$0		$0	$ -		$ -
N	GL-3A	2.41	$0		$0	$ -		$ -
O	GL-3B	3.54	$0		$0	$ -		$ -
P	GL-3B	2.75	$0		$0	$ -		$ -
Q	GL-3B	1.63	$0		$0	$ -		$ -
R	GL-3A	4.33	$0	$ 179,274		$ -		$ -
S	GL-3A	2.50	$0	$ 49,380		$ -		$ -
T	GL-3A	2.50	$27,484		$27,484	$ 34,483		$ 34,483
U	GL-7	31.69	$0	$ 188,000		$ -		$ -
V	GL-8	2.95	$45,806		$45,806	$ 57,471		$ 57,471
W	GL-9	1.72	$0	$ 26,339		$ -		$ -
X	GL-4	1.59	$0		$0	$ -		$ -
Y	GL-4	4.41	$0	$ 18,999		$ -		$ -
Z	GL-4	1.00	$0		$0	$ -		$ -
AA	GL-4	1.83	$0		$0	$ -		$ -
AB	GL-5a	8.71	$0		$0	$ -		$ -
AC	GL-6	0.60	$6,870		$6,870	$ 8,619		
Total		**121.18**	**$764,060**	**$ 721,814**	**$504,238**	**$ 632,646**	**$ 57,344**	**$ 503,372**

Note:

*Parcels, E, K-R, X, Y, AA, and AB contributed to building the streets and were given credit for their obligations.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RESOLUTION 2016-_____

ADOPTING AMENDMENT NUMBER 1 TO THE COST BENEFIT SPREADSHEET TO ACCELERATE REIMBURSEMENT TIMING FOR THE NORTH ROADWAY FUNDING AREA.

WHEREAS, The I-205 North Roadway Funding Area consists of approximately 121 acres of mixed land uses and is located north of Grant Line Road between the west City limit line and Naglee Road, and

WHEREAS, On March 6, 2001, by resolution 2001-085, City Council adopted the fair share funding responsibility for the I-205 North Roadway funding area. The report established the obligations of approximately 29 parcels to pay for the construction of the 2 middle lanes and median of Street A, Street B (Pavilion Parkway) and Robertson Drive, and

WHEREAS, By request of the affected developers, on August 19, 2003 by resolution number 2003-300, a cost/benefit spreadsheet and reimbursement table was adopted that provided the means by which the developers who fronted the cost to complete the roads would be reimbursed through fees paid at building permit from the remaining property owners, and

WHEREAS, Per the August 19, 2003 cost/benefit spreadsheet, it was stipulated that no reimbursements would be made until sufficient money had been collected for the City to complete the remaining portion of Street A, and

WHEREAS, The August 19, 2003 cost/benefit spreadsheet and reimbursement table was updated on January 20, 2009 by resolution 2009-005 to account for the anticipated increased cost to construct Street A and to update the obligations by the ENR construction cost index, and

WHEREAS, The City has collected $779,158.05 in fees to date and has made a total of $119,413.47 in reimbursements, and

WHEREAS, The City's fund balance is $659,744.58, and

WHEREAS, The developers have requested that the City pay off the outstanding reimbursements totaling $459,569.28 from the fund balance rather than holding that money for construction of Street A, and

WHEREAS, The City has determined that there is no immediate need for Street A to be built as it is likely that the road will not be triggered until the property to the west is developed, and

WHEREAS, The North Roadway Funding Area vacant properties will continue to pay their obligations at building permit and the City will utilize these funds to contribute towards the construction of Street A when construction is determined necessary, and

WHEREAS, The City believes that there will be sufficient funds collected from the vacant parcels per their obligations. There is no impact to the General Fund;

NOW, THEREFORE BE IT RESOLVED, That City Council adopts Amendment Number 1 to the cost/benefit spreadsheet to accelerate reimbursement timing for the North Roadway Funding area.

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

The foregoing Resolution 2016-_____ was adopted by the Tracy City Council on the 15th day of November 2016, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 15, 2016

AGENDA ITEM 1.G

REQUEST

AUTHORIZE A LOAN IN THE AMOUNT OF $2 MILLION TO THE WATER ENTERPRISE FUND FROM THE WASTEWATER ENTERPRISE FUND FOR A TERM OF TWO YEARS WITH INTEREST AT THE LOCAL AGENCY INVESTMENT FUND (LAIF) RATE

Executive Summary

Revenue to the Water Enterprise Fund is directly proportional to water sales to the City customers. During this ongoing drought, the community responded to the request to conserve water. Water conservation has resulted in decreased revenue to the Water Enterprise Fund to the point where the Water Enterprise Fund is projected to have minimal reserve funds by June 30, 2017. Staff had hoped that the drought would end and water usage would rebound to previous levels generating adequate revenue. Water sales have not returned to previous levels.

Staff has implemented cost controlling measures by selling surplus water and deferring certain capital improvement projects. However, the maintenance of the Water Treatment Plant, wells and other facilities cannot be curtailed without jeopardizing the City's ability to provide uninterrupted water supply to the City's customers.

Staff will be conducting a water revenue and rate analysis in preparation of a future water rate increase and authorization of a loan to maintain a financial reserve in the Water Enterprise Fund.

DISCUSSION

Water rates are established to fund operating expenses, capital costs for maintenance and replacement of existing water infrastructure, debt payments, and to maintain an adequate reserve for any emergency to continue providing uninterrupted service. Water rates were last adjusted in 2008. The established water rates were adequate until 2015 when mandated water conservation caused water demand to decrease significantly. The current water rates were established with anticipated water demand of over 17,000 acre-feet per year. Because of the drought and the subsequent water conservation, water demand in 2015 was only 14,041 acre-feet. Analysis of the current year's water demand shows continued water conservation and overall demand is projected to be similar to last year.

Staff has recognized the loss of revenue and has implemented temporary cost controlling measures to minimize the impact to the Water Enterprise Fund. These measures included: selling surplus water in lieu of storing the water in the Semitropic Water Storage District, deferring purchases of equipment, and reducing funding of certain capital improvement projects. To date, the City has not deferred maintenance of the Water Treatment Plant, related pumping facilities, and the water distribution system. Because of the decreased revenue, the Water Enterprise Fund is projected to have insufficient reserve funds by June 30, 2017. Tracy is not the only City facing this

dilemma. The ongoing drought has left major fiscal impacts on almost all cities and water agencies in California. The majority of the cities and agencies have been left with no other alternative but to increase their water rates. The City of Tracy has been fiscally responsible and withstood the initial impacts of the existing drought conditions; however, staff believes that it is now time to address this issue with a broader approach.

Good Utility fiscal management practices call for a reserve fund to address variability in revenue and costs. However, the decreasing water sales of the past two years have had the largest impact on the City's fund reserve. A fund reserve is also prudent to address unanticipated costs that may occur from unforeseen facility failures or a natural disaster. A target amount for such a reserve is six-months of operating expenses. To maintain an adequate reserve in the Water Enterprise Fund, a two year loan in the amount of $2 million from the Wastewater Enterprise Fund reserve is recommended. The interest rate would be at the Local Agency Investment Fund (LAIF) rate.

Tracy has a very efficient water supply, treatment and delivery program. Staff has done all it can to contain expenses to maintain the existing water rates during the past eight years. Staff has waited as long as prudently possible in the hope that the drought would end and water sales resume to the previous levels. Unfortunately, the drought induced mandated water conservation has forced the need for a water rate increase, the amount of which will be determined through the water rate and revenue analysis.

The City is proceeding ahead with a Professional Services Agreement with a specialized consultant to complete such an analysis. The results of this analysis will be discussed in a City Council workshop prior to its consideration for approval in a scheduled public hearing. At the present time, it is anticipated that a water rate increase would become effective in the spring of 2017.

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.

RECOMMENDATION

That the City Council authorize a loan in the amount of $2 million to the Water Enterprise Fund from the Wastewater Enterprise Fund for a term of two years with interest at the Local Agency Investment Fund (LAIF) rate.

Prepared by: Steve Bayley, Project Specialist

Reviewed by: Kuldeep Sharma, Utilities Director
Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2016-_____

AUTHORIZING A LOAN TO THE WATER ENTERPRISE FUND FROM THE WASTEWATER ENTERPRISE FUND IN THE AMOUNT OF $2 MILLION FOR A TERM OF TWO YEARS WITH INTEREST AT THE LOCAL AGENCY INVESTMENT FUND (LAIF) RATE

WHEREAS, Revenue to the Water Enterprise Fund is directly proportional to water sales to the City customers and Water conservation has resulted in decreased revenue, and

WHEREAS, Water rates are established to fund operating expenses, capital costs for maintenance and replacement of existing water infrastructure, debt payments, and to maintain an adequate reserve for any emergency to continue providing uninterrupted service, and

WHEREAS, Water conservation has resulted in decreased revenue to the Water Enterprise Fund to the point where the Water Enterprise Fund is projected to have minimal reserve funds by June 30, 2017, and

WHEREAS, Staff has recognized the loss of revenue and has implemented temporary cost controlling measures to minimize the impact to the Water Enterprise Fund, and

WHEREAS, Because of the decreased revenue, even after the temporary cost control measures, the Water Enterprise Fund is projected to have insignificant reserve funds by June 30, 2017, and

WHEREAS, Good Utility fiscal management practices call for a reserve fund in order to address variability in revenue and unanticipated costs that may occur from unforeseen facility failures or a natural disaster, and

WHEREAS, Staff has waited as long as prudently possible in the hope that the drought would end and water sales resume to the previous levels. Unfortunately, the drought induced mandated water conservation has forced the need for a water rate increase;

NOW, THEREFORE, BE IT RESOLVED, That the Tracy City Council authorizes a loan to the Water Enterprise Fund from the Wastewater Enterprise Fund in the amount of $2 Million for a term of Two Years with interest at the Local Agency Investment Fund (LAIF) rate.

* * * * * * * * * *

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 15th day of November, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 15, 2016

AGENDA ITEM 1.H

REQUEST

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE STORMWATER MAINTENANCE AND ACCESS AGREEMENTS AS REQUIRED BY THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) PERMIT

EXECUTIVE SUMMARY

The 2003 National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) requires the protection and enhancement of the water quality of watercourses, water bodies, and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act. To comply with the mandates of the Phase II MS4 permit, the City of Tracy enacted Tracy Municipal Code 11.34 Stormwater Management and Discharge Control which states it is unlawful for any person to make or cause to be made any nonstormwater discharge.

The City is now required to comply with the 2013 NPDES Phase II MS4, which involves more stringent requirements and mitigation and also requires the City to enforce Post-Construction Stormwater Standards. The City jointly developed the Multi-Agency Post-Construction Stormwater Standards (Manual), while working in conjunction with several other municipal agencies in San Joaquin County. This manual requires that projects meeting certain criteria must incorporate site design, source control measures, low impact design standards, hydromodification and stormwater treatment control measures into their development. For these projects the Manual also requires that the owner or legal entity owning the property must enter into a Stormwater Maintenance and Access agreement that, once approved by the City, shall be recorded with the property.

DISCUSSION

One of the requirements of the 2003 NPDES Phase II MS4 permit is for the City to create and enforce a Post-Construction Design Standards Manual that requires development projects within the City to implement Site Design, Source and Treatment Control Measures for their stormwater discharges. In July 2008, City Council approved and adopted the Manual of Stormwater Quality Control Standards for New and Re-Development projects. Those projects that meet any one or more of eight project categories have to design their project with measures to control and treat their stormwater. In this Manual, the main goal is to provide maintenance procedures to ensure that the selected control measures will be maintained to provide effective, long term pollution control.

In the 2013 NPDES Phase II MS4 permit, developers are required to comply with more stringent stormwater quality improvements and mitigation including low impact development and hydromodification. Permittees are further required, by the State Water Board, to provide a new guidance manual for post-construction stormwater volume and flow discharges which requires new and redevelopment projects that fall

under one of three categories (small, regulated and hydromodification) to plan, implement and maintain effective control measures with the intention of improving water quality and mitigating potential water quality impacts from stormwater and non-stormwater discharges. The new permit requires the agencies to inspect, enforce and ensure maintenance of improvements in the post construction periods of the projects.

The City along with five other local agencies contracted with Larry Walker Associates to develop the Multi-Agency Post-Construction Stormwater Standards (Manual). This Manual requires similar compliance from developers to the 2008 standards however, under the new requirements; the City must document, enforce, inspect and maintain compliance of the post-construction regulations. As a result, the projects in the regulated and hydromodification categories must submit an Operation and Maintenance Plan as well as a Stormwater Maintenance and Access agreement for City's review and approval in a Project Stormwater Plan. The agreement will be recorded with the property, once approved by the City. This process will ensure the long-term maintenance of these installed mitigation measures.

Staff worked with the development community and coordinated with the City Attorney's office to create the Manual which included the Stormwater Maintenance and Access Agreement that will be signed by the legal owner of the project. To streamline the development process, staff is requesting that Council authorize the City Manager to execute these agreements required by the Manual.

STRATEGIC PLAN

This agenda item does not relate to the Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact to the General Fund.

RECOMMENDATION

That the City Council, by resolution, authorize the City Manager to execute Stormwater Maintenance and Access Agreements as required by the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer Systems (MS4) Permit.

Prepared by: Stephanie Reyna-Hiestand, Management Analyst II

Reviewed by: Kuldeep Sharma, Utilities Director
Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Stormwater Maintenance and Access Agreement (example)

Recorded at the request of
and after recording, return to:
City Clerk, City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
(No recording fee, under Government Code §27383)

[Preparer: Delete all italicized instructions.]

Stormwater Treatment Device
Access and Maintenance Agreement

Property Owner(s): _____

Property Address: _____, Tracy, CA

Property Description attached as Exhibit A. APN: _____

Project Stormwater Plan (with Operations and Maintenance Plan) approved by City in 20__ - Permit #.

This Agreement is entered into on_____, 20__ between Property Owner(s) as listed above (Owner) and the City of Tracy, a municipal corporation, (City).

This Agreement is based on the following facts:

A. Owner owns the real property described above and in Exhibit A. (the Property);

B. The regulation of stormwater discharges is designed to comply with the Federal Clean Water Act and the related State NPDES General Permit No. CAS000004 (or any successor permit) which requires the City to develop, implement and enforce post-construction stormwater systems (see Tracy Municipal Code Chapter 11.34);

C. Owner filed and the City approved an application for _____ _____ *[name of development project]*, subject to conditions of approval.

[Refer to project or permit #, COA date submitted to owner/applicant]

The Conditions required the Owner to plan, implement and maintain effective on-site control measures with the intention of improving water quality and mitigating potential water quality impacts, including hydromodification, from stormwater and non-stormwater discharges.

D. The Owner has chosen to install a _____ _____, (the Device) as the on-site control measure. The Owner has submitted a Project Stormwater Plan, including an Operations and Maintenance Plan for the Device;

E. The Device has been installed on Owner's private property and drains only private property, in accordance with plans and specifications accepted by the City. The location and diagram of the Device are depicted in Exhibit B, attached;

F. Maintenance and/or replacement of the Device is the Owner's responsibility, in accordance with this Agreement;

G. The Owner is aware that (1) periodic and continuous maintenance, including, but not necessarily limited to, filter material replacement and sediment removal, is required to assure peak performance of the Device and (2) the maintenance activity will require compliance with all Applicable Laws, including those pertaining to confined space and waste disposal methods.

NOW THEREFORE, the parties agree that:

1. Definitions. In this Agreement:

Applicable Laws means City, state and federal laws and regulations in effect at the time of maintenance, including those pertaining to confined space and waste disposal methods.

City means the City of Tracy or its designee.

Device means the on-site control measure installed by the Owner, and described in Recital C.

Director means the City of Tracy Utilities Director, or his or her designee.

Owner means the Property Owner(s), its representatives, contractors, agents, heirs, successors and assigns.

Project Stormwater Plan means the plans and specifications submitted by Owner and approved by City, kept on file with the Office of the Director. The Plan includes the Operations and Maintenance Plan.

2. **Owner Maintenance of Device; Recordkeeping.** Owner shall use its best efforts diligently to maintain the Device in a manner assuring peak performance at all times, based on the manufacturer's recommendations. Owner shall exercise reasonable precautions in the removal and extraction of material(s) from the Device and the ultimate disposal of the material(s) in a manner consistent with Applicable Laws.

Owner shall keep maintenance and disposal records, in conformance with Applicable Laws and manufacturer's instructions. Whenever the City requests it, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.

Owner shall annually, from date of agreement approval, submit to the City Utilities Department, a self-certification statement for the installed treatment device in Section D and per the Operations and Maintenance Plan approved. The electronically or hard copy submitted self-certification shall include the following statement, "I, [property owner(s) name], do hereby certify that I have complied with the Operations and Maintenance Plan and Stormwater Maintenance and Access Agreement submitted for [property address]. The [type of device] was inspected and [list actions taken if any] or [in proper working order]."

3. Security; Remedies for failure to maintain.

3.1 Security. The City may require the owner to post security in a form, and for a time period, satisfactory to the City, to guarantee the performance of the Owner's maintenance obligations. If the Owner fails to perform the obligations, the City may, in the case of a cash bond, act for the Owner using the proceeds from it, or in the case of a surety bond, require the sureties to perform the obligations.

3.2 Remedies for failure to maintain. If the Owner fails to maintain the Device in accordance with this Agreement, the Director may at his or her option:

3.2.1 use the security provided, as outlined in the paragraph above;

3.2.2 exercise any enforcement power or remedies provided in the Tracy Municipal Code, particularly in Chapter 11.34. In the event of any legal action occasioned by any default or action of the Owner, then the Owner agrees to pay all costs incurred by the City in enforcing this Agreement, including reasonable attorney's fees and costs.;

3.2.3 report the violation to the Central Valley Regional Water Quality Board;

3.2.4 authorize and cause the necessary maintenance work to be performed on Owner's property at Owner's expense;

3.2.5 collect from Owner City's reasonable costs incurred in enforcing the Owner's obligation, including administrative costs, attorney's fees and interest. Before placing a lien on the property to recover costs, the City shall provide Owner a notice and hearing similar to that provided for nuisance abatement under Municipal Code section 1.32.080; and/or

e. revoke the previously approved stormwater connection approval, Permit # _____, and disconnect the Owner's Device from the City's stormwater system.

Except in an emergency, the City shall give the Owner at least five days written notice of the violation or deficiency before undertaking any of the listed remedies.

4. City's right of access. The Owner here provides the City complete access to the Device and its immediate vicinity upon reasonable notice (generally, 24 hours), for inspection, testing, sampling or necessary repairs or maintenance. In the event of emergency, as determined by the Director, no advance notice will be provided. City will make every effort to minimize or avoid interference with Owner's business use of the Property.

5. Recording; Obligation runs with the land. This agreement shall be recorded in the Office of the Recorder of San Joaquin County, California. It runs with the land and constitutes notice of the obligations to all successors and assigns.

Before a successor takes title, Owner shall notify any successor about the existence of this Agreement and the location of the Maintenance Plan and any manufacturer's instructions. Owner shall provide a copy of the notice to the City at the same time, including contact information for the new Owner.

6. Miscellaneous provisions.

6.1 Time of the essence. Time is of the essence in the performance of this Agreement.

6.2 Notice. Notice to a party under this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or 72 hours after deposit in the mail, whichever is earlier. A party may change a notice address only by providing written notice to the other party.

If to City: Utilities Director 333 Civic Center Plaza Tracy, CA 95376	If to Owner: _____

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

The parties have executed this Agreement as of the date first written above.

CITY OF TRACY	OWNER(S):
_____	_____
Troy Brown	(typed name)
Title:	Title:
City Manager	_____
Date:	
_____	_____
	(typed name)
Attest:	Title: _____
_____	
Nora Pimentel, City Clerk	
Approved as to form:	
_____	
Bill Sartor, City Attorney	

Exhibits:

A Property Description
B Map and Diagram of Device

NOTARIES ON FOLLOWING PAGE

EXHIBIT A

(Legal Description)

EXHIBIT B

(Map/Illustration)

RESOLUTION _____

AUTHORIZING THE CITY MANAGER TO EXECUTE STORMWATER MAINTENANCE AND ACCESS AGREEMENTS AS REQUIRED BY THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PHASE II MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) PERMIT

WHEREAS, in 2003 under the NPDES Phase II MS4 permit, the State Water Board mandated that all permittees must develop and enforce Post-Construction Stormwater Design Standards for any New or Re-Development project that met one or more of eight categories, and

WHEREAS, the City developed the 2008 Stormwater Quality Control Standards to meet this requirement, and

WHEREAS, Council approved and adopted the Stormwater Quality Control Standards Manual in July 2008, and

WHEREAS, The new 2013 NPDES Phase II MS4 permit requires developers to comply with more stringent post-construction stormwater quality improvements for those projects that create or replace more than 2500 sf of impervious surface, and

WHEREAS, The new 2013 permit also requires strict compliance with these improvements including annual maintenance enforcement by local agencies, and

WHEREAS, A new Post-Construction Stormwater Standards manual has been prepared with several other local agencies and the development community incorporating these new requirements, and

WHEREAS, The Manual requires that any project that is categorized as a regulated and/or hydromodification project must submit, for approval to the City, an operations and maintenance (O and M) plan, and

WHEREAS, In order to ensure that installed stormwater treatment devices are properly maintained according to the approved O and M plan, with the intention of improving water quality and mitigating potential water quality impacts from stormwater and non-stormwater discharges, a Stormwater Maintenance and Access Agreement must be signed by the legal owner of the property and submitted for approval to the City, and

WHEREAS, Once the agreement has been executed, it will be recorded with the property to ensure effective, long-term pollution control, and

WHEREAS, In an effort to streamline the development process it is requested that the City manager be authorized to execute such agreements;

NOW, THEREFORE, BE IT RESOLVED That the Tracy City Council hereby authorizes the City Manager to execute Stormwater Maintenance and Access Agreements as required by the National Pollutant Discharge Elimination System Phase II Municipal Separate Storm Sewer Systems Permit.

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

The foregoing Resolution 2016-_____ was adopted by Tracy City Council on the 15th day of November, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 15, 2016

AGENDA ITEM 1.I

REQUEST

ACCEPT TRAVEL REPORT FOR CITY MANAGER TROY BROWN'S ATTENDANCE AT THE LEAGUE OF CALIFORNIA CITIES (LOCC) ANNUAL CONFERENCE IN LONG BEACH, CA

EXECUTIVE SUMMARY

This agenda item involves acceptance of a travel report.

DISCUSSION

From October 5 - October 7, 2016, I attended the League of California Cities (LOCC) Annual Conference in Long Beach, California with Mayor Maciel and Council Member Young, and am reporting on the conference per Section K of the Council adopted policy on Travel for Elected and Appointed Officials. The following is a summary of sessions and activities that I attended at the conference.

The opening session recognized retiring LOCC Executive Director Chris McKenzie who announced his retirement earlier this year. Chris has been the consummate professional and a strong advocate for cities during his 17-year tenure with the League. Through his efforts, State takeaways of local dollars were established as unconstitutional through the passage of Proposition 1A in 2004. In addition, the League's involvement in pension reform and redevelopment dissolution occurred with the input of the cities because of Mr. McKenzie's leadership.

Keynote Speaker, Economist Christopher Thornberg offered insights into the California economy. He discussed some of the many worries about the ability for the current economic expansion to maintain momentum. In the broader context, he discussed several economic sectors such as: China, oil, the Middle East, tech bubbles and other issues that have all caused brief periods of market panic. He discussed how sustainable the economy is in its current form, what 'business unfriendly' means to the State of California, and outlined the future flash points that cities need to focus their attention on.

I attended a session on Succession Planning to hear from Patrick Ibarra, Founder of the Mejorando Group. Mr. Ibarra highlighted that every day 10,000 people turn 65 years of age, and that millennials now outnumber baby boomers, 76 million to 75 million, and by 2025 they will make up 75% of the workforce. He mentioned that many organizations are trying to improve their leadership pipelines, but for a number of reasons are coming up short. He offered ideas and insights on effective ways to attract, develop and retain all generations throughout California, with a special emphasis on next generation employees (millennials). The session materials from Mr. Ibarra's presentation are attached to this report.

Proposition 64 – The Medical Marijuana Act is on the November ballot this year and the law around this issue continues to emerge. I attended a session with a panel made up subject matter experts on marijuana including Lori Ajax, Chief, Bureau of Medical Marijuana Regulation; Stephen McEwen, Partner, Burke, Williams & Sorensen, LLP; David McPherson, Principal, HDL Companies; and Amy O'Gorman Jenkins, Legislative Advocate, Platinum Advisors. They presented information on the latest updates on the State's implementation of the Medical Marijuana Regulation and Safety Act.

The panel discussed the challenges cities have faced, along with potential solutions in crafting local regulations. There was also a discussion about how a marijuana legalization measure on the November ballot may change the regulatory picture for cities.

In addition, I had a meeting with Kristianne Seargeant from Kronick Moskovitz Tiedemann & Girard who was in attendance at the conference regarding our strategy for addressing issues we are currently facing with the County's Local Emergency Management System Administrator.

FISCAL IMPACT

The travel expenses were included in this year's budget.

RECOMMENDATION

That Council accepts the travel report.

Prepared and Approved by: Troy Brown, City Manager

ATTACHMENT

Session Handout from the Mejorando Group

Succession Planning for the *New* Government Workforce

Patrick Ibarra, The Mejorando Group

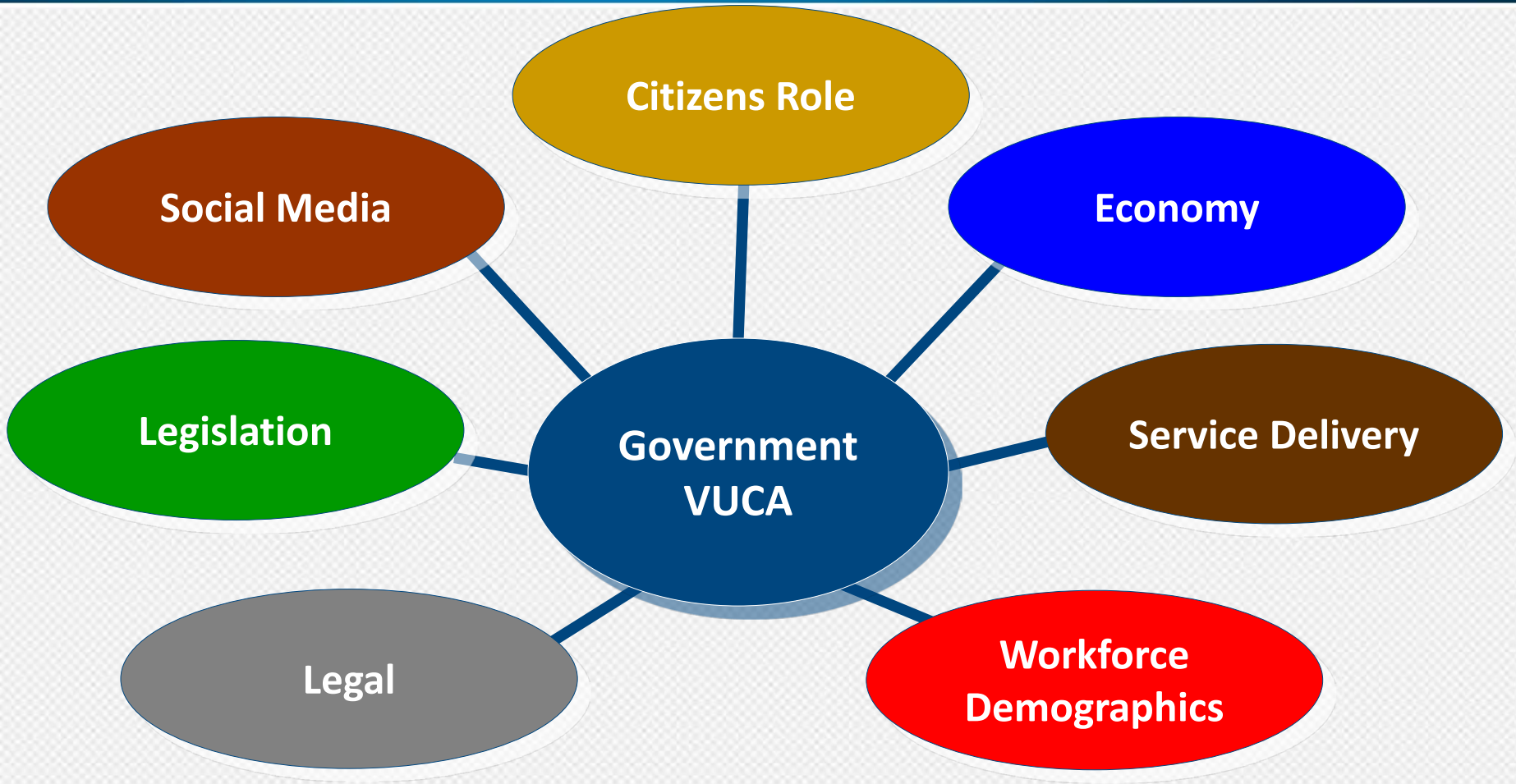
LEAGUE OF CALIFORNIA CITIES

mejorando group

Today's Presenter

Patrick Ibarra
Former City Manager and HR Director
Founder of the Mejorando Group
(925)518-0187
patrick@gettingbetterallthetime.com

Future Factors



Role of Local Government

To serve as the Protagonist for a Better Quality of Life

Employee-Employer Compact

Stable employment

Steady pay

Good benefits

The Numbers…

- Only 13% of local government managers are under 40 while nearly 71% were under 40 in the early 1970's.
- Average age of a local government employees is 44 compared to average age of a private-sector employee which is 39.
- In 2014, 19% of government workforce reached age 61, the average retirement age. By 2018, this figure rises to 28% of those working.
- 49% of local governments reported higher levels of retirement in 2014 compared with 2013.
- 22% had reported that employees had accelerated their retirements.

Millennials

- Aged between 15 and 35 are referred to as the ‘purpose generation.’
- 84% of them are seeking purposeful work and by 2025 they will represent 75% of the workforce.

Millennials: Myths & Realities

Myth #1: Career goals are different from those of older generations.

Reality: Desire financial security and seniority just as much as members of Generation X and Baby Boomers.

Millennials: Myths & Realities

Myth #2: Want constant acclaim and think everyone should get a trophy.

Reality: Want a manager who's ethical and values transparency and dependability.

Millennials: Myths & Realities

Myth #3: Do everything online.

Reality: Adept at interacting online, but that doesn't mean they do everything virtually. To acquire new skills, they prefer face-to-face contact.

Millennials: Myths & Realities

Myth #4: Can't make a decision without inviting everyone to weigh in.

Reality: While more than half say they make better decisions with others' input, the same is true of Generation X.

Millennials: Myths & Realities

Myth #5: Are more likely to jump ship if a job doesn't fulfill their passions.

Reality: Change jobs for the same reasons as other generations: to enter the fast lane, shoot for the top, follow one's heart or save the world.

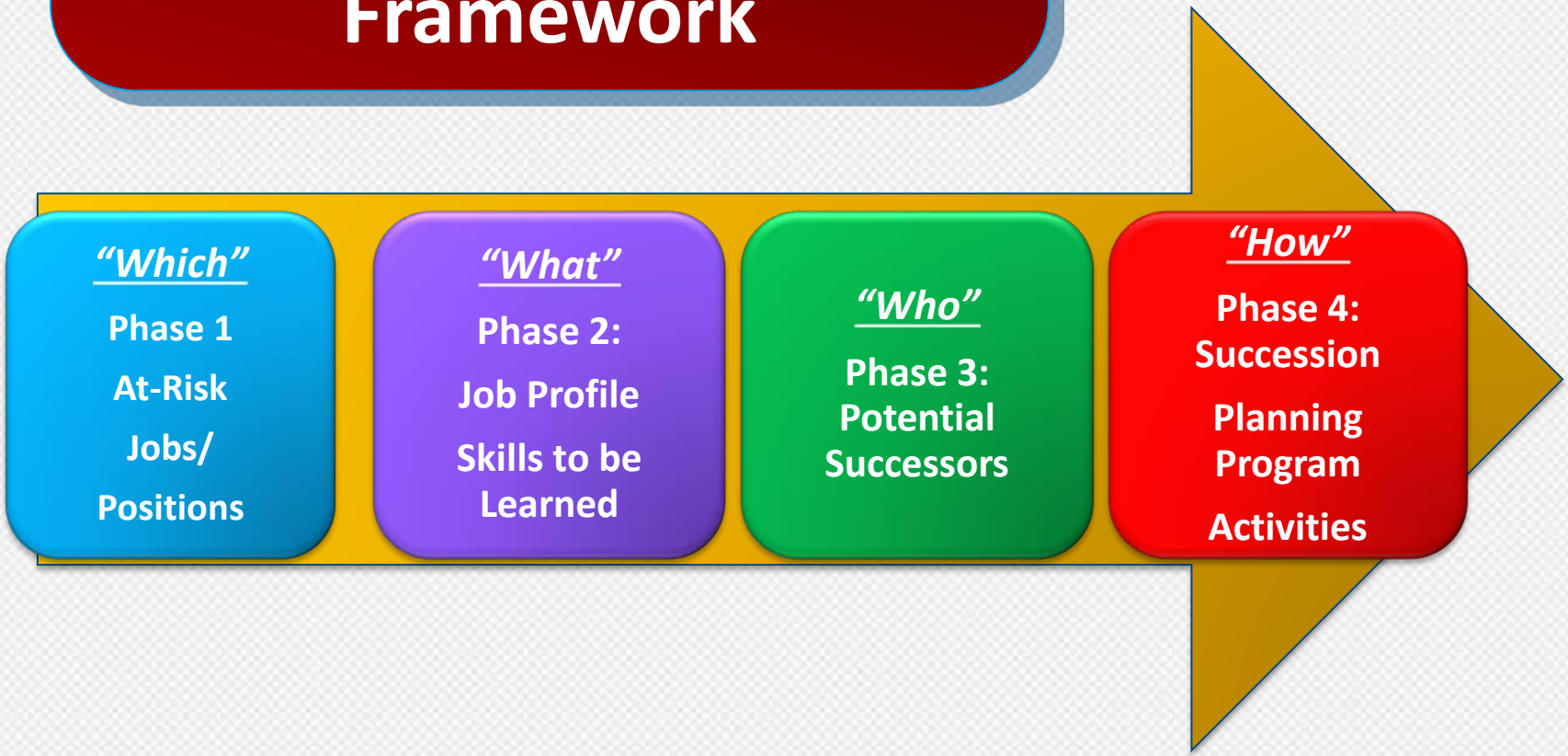
Lather, Rinse, Repeat

What is Succession Planning?

…ensures the continued effective performance of your organization by establishing a process to develop and replace key staff over time."

Synchronized Strategy
Optimize Talent
Robust Leadership Bench
Stronger Employer Brand
Improved Service Delivery
Succession Planning

Succession Planning Framework



Establish Scope of Succession Planning Program

mejorando group

LEAGUE OF CALIFORNIA CITIES

Recruitment

Yesterday's Ad

Job Qualifications: The primary function of this employee is to plan, develop, and implement neighborhood preservation, code enforcement, and citizen participation programs to improve the quality of neighborhoods in the City. This position performs all duties in accordance with the City Charter, City ordinances, the City's personnel rules, and Federal and State regulations. The work is performed under the general direction of an Assistant City Manager, but considerable leeway is granted for the exercise of independent judgment and initiative. Supervision is exercised over the work of Neighborhood Programs and Code Enforcement.

Some examples of position responsibilities will be to perform duties including, but not limited to, direct, implement, manage and supervise the programs, operations, activities, budget and employees of the Neighborhood Resources Division charged with developing a vision and approach to facilitate improvements; oversee administration of Code Enforcement, and Neighborhood Programs Office; plan and implement improvement to enhance Division's operational effectiveness; develop partnerships with other departments, governments or agencies to work on joint projects and address neighborhood initiatives, code enforcement and remediation by establishing interdepartmental or intergovernmental agreements; implement and evaluate the City's policies and objectives for community outreach and volunteerism developing new and revised program policies, processes, and procedures; act as a liaison with other City departments, City Council, neighborhood groups, public and private agencies, and other communities and conducts meetings and presentations with such groups as needed; and manage resources related to compliance efforts associated with City codes such as nuisances, habitability and maintenance standards, and related codes and abatement procedures, determines priorities for compliance and enforcement in these areas, and monitors the status of such efforts.

Six (6) or more years of progressive management experience in directing neighborhood improvement programs;

A bachelor's degree in public relations, business administration, management, communications or related field;

THE THRILL OF VICTORY

THE AGONY OF DEFEAT

Adventurers Wanted!

Recruitment Improvements

1. Job Opportunities on web site and home page for all departments.
2. New name for job openings – **www.agencynamejobs.com**
3. Testimonials from current employees
4. Mobile strategy.
5. Salaries on job announcements

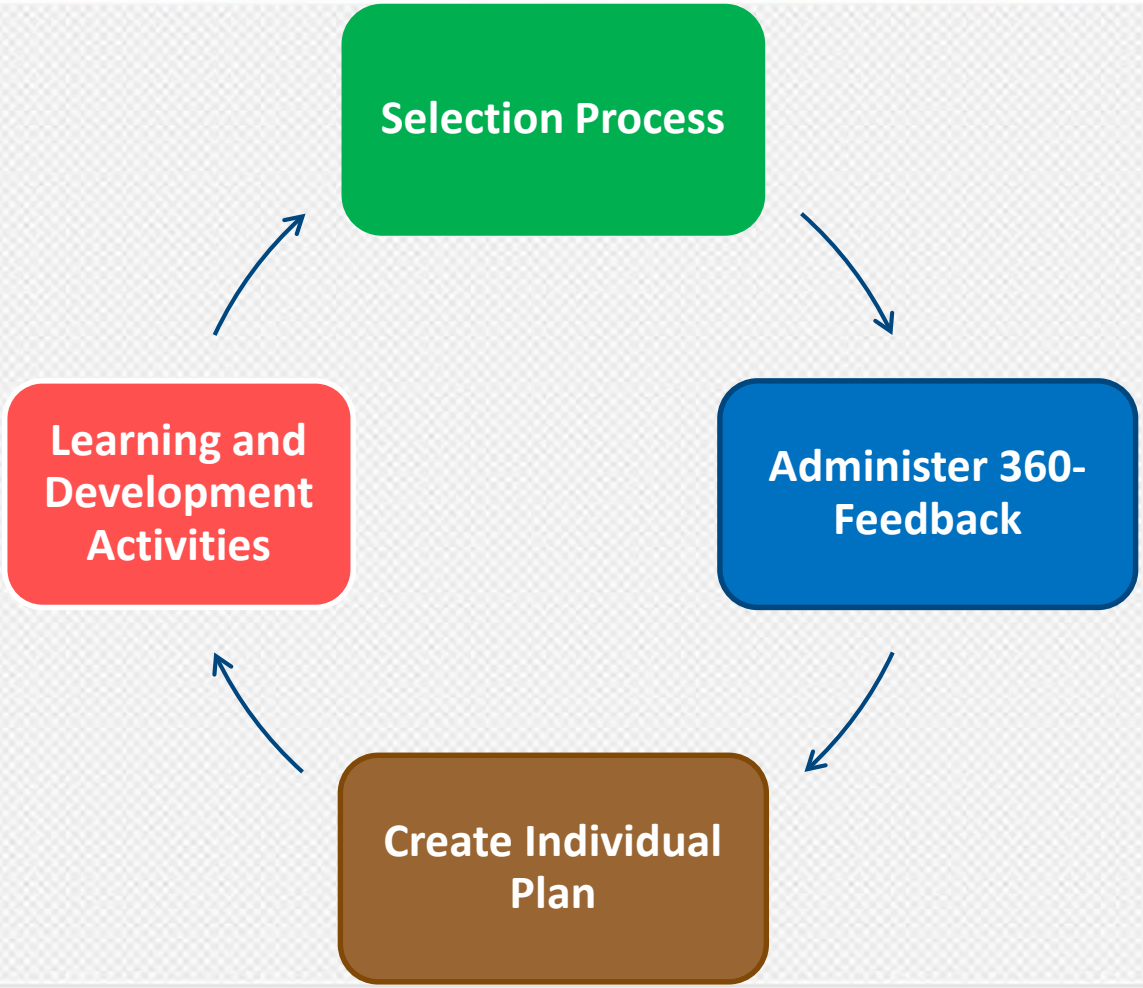
Recruitment Improvements

6. Social Media strategy
7. Supplemental Questionnaires - revise
8. Seasonal employees – gather information
9. Promotional processes documented

Selection Improvements

1. Skip the Personality Profiles
2. Interview Panels – include co-workers and opportunity for supervisor-in-waiting
3. Interview Questions – Behavioral Interviewing
4. Timeliness

Pilot Development Program



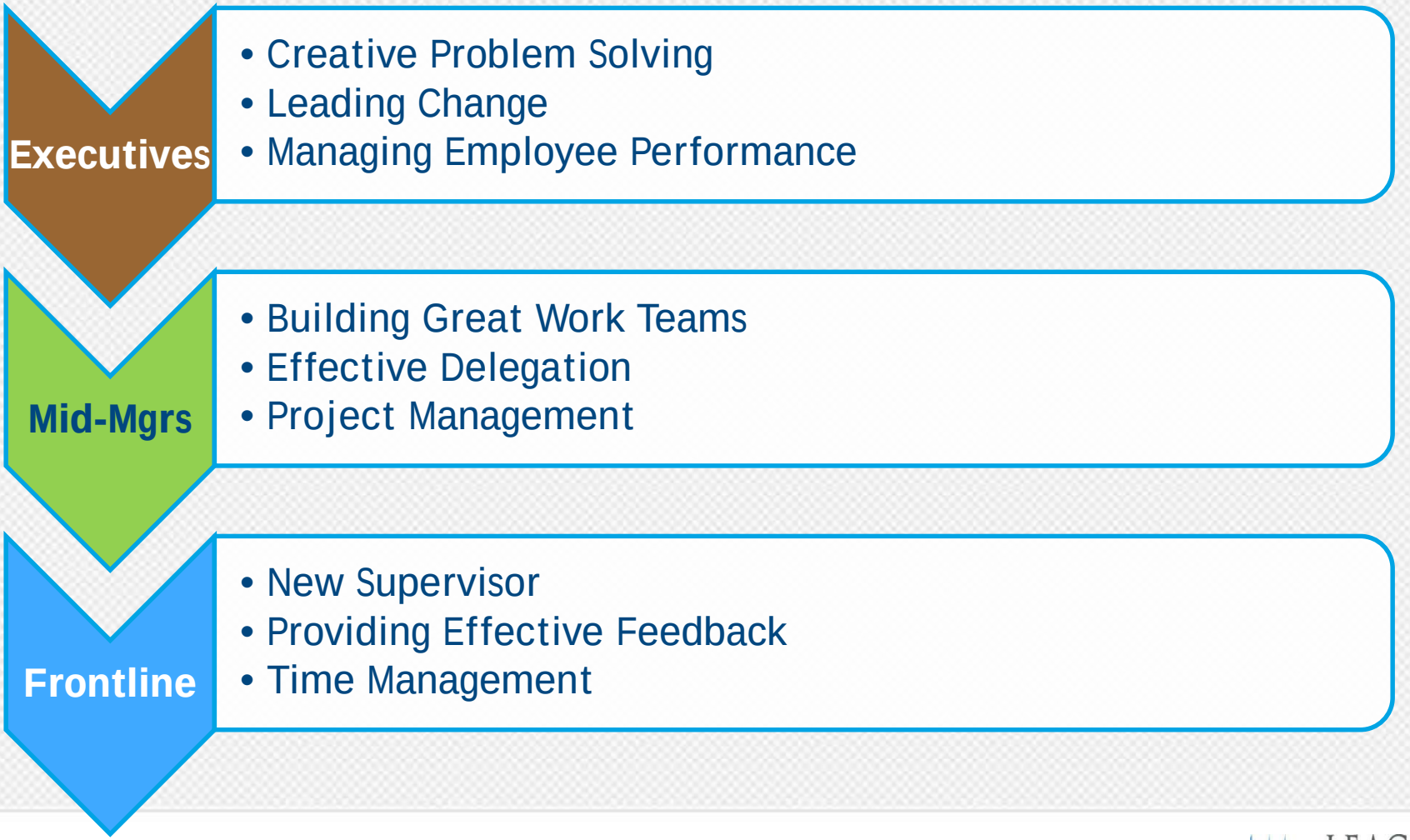
Succession Planning: Three Groups of Employees

1. **Replacement Planning**: Potential Successors to At-Risk Positions – Selected for Pilot Development Program

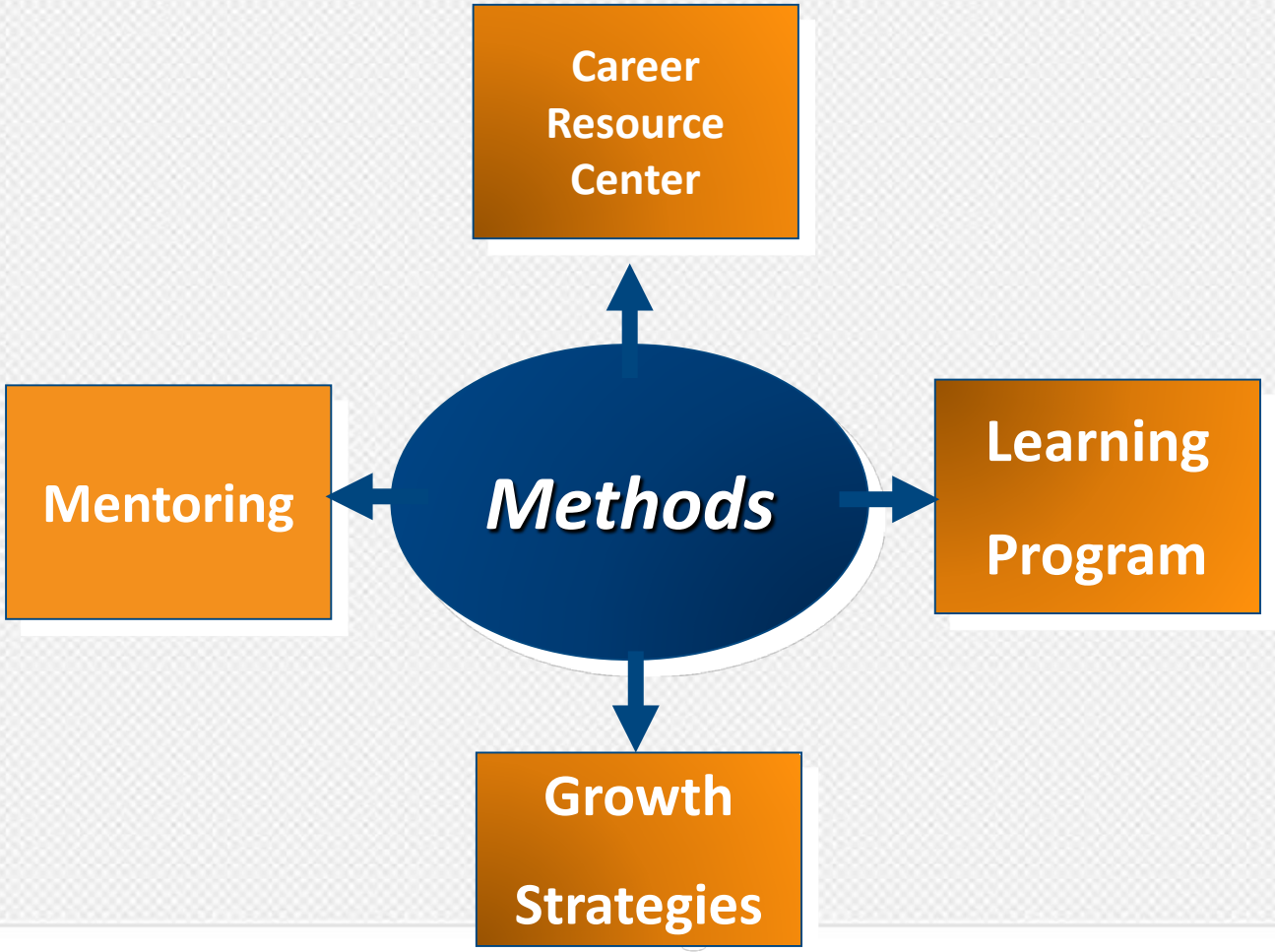
2. **Replacement Planning**: Potential Successors to At-Risk Positions – ***Not*** Selected for Pilot Development Program

3. **Succession Planning**: Potential Successors interested in advancing his/her capabilities

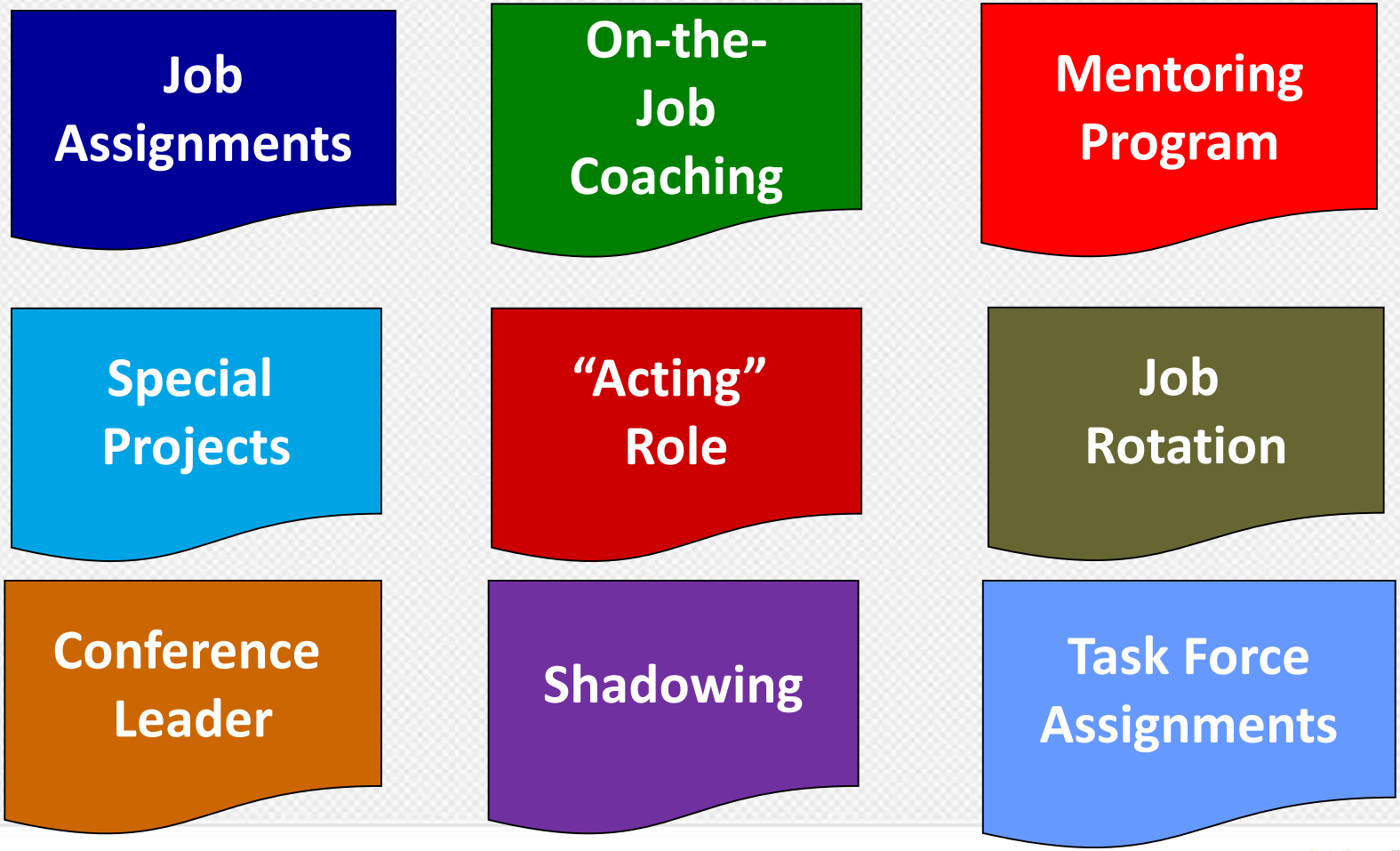
Learning/Training Opportunities



Career Management



Employee Development Techniques



The Mejorando Group

Who are we? **A Change and Organizational Effectiveness Consulting Practice.**

What do we do? **Partner with organizations and implement solutions to improve organizational performance.**

How do we do that? **We provide expertise in:**

- **Succession Planning & Talent Management**
- **Organizational Effectiveness Services**
- **Strategic Planning Facilitation Services**
- **Leadership and Management Skills Training**

How do you contact us? **Patrick Ibarra, 925-518-0187 or patrick@gettingbetterallthetime.com**

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November 15, 2016

AGENDA ITEM 1.J

REQUEST

APPROVE AN IMPROVEMENT AND INSPECTION AGREEMENT FOR ELLIS PHASE 1B, TRACT 3872, AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

Approval of the Improvement and Inspection Agreement will allow CalAtlantic Group, Inc., a Delaware corporation (Subdivider), to proceed with the construction of street and utilities improvements within the Ellis Phase 1B Subdivision, at the Subdivider's own risk and responsibility. This agreement will allow the Subdivider to start work on certain improvements, which are intended to be dedicated to the City, after these improvements are constructed by the Subdivider and accepted by the City Council as complete.

DISCUSSION

The Tentative Subdivision Map for the first phase of the Modified Ellis Project consists of 299 residential lots and six other parcels on approximately 150 acres (Ellis Phase 1 Subdivision) generally located at the northwest corner of Corral Hollow Road and Linne Road was approved by the Planning Commission (PC) on July 23, 2014, pursuant to PC Resolution 2014-016. Ellis Phase 1B, Tract 3872 is the second phase of residential development of the Ellis Phase 1 Subdivision, a single-family residential subdivision with a total of 131 residential lots, located on the northwest corner of Corral Hollow Road and Linne Road, as shown in Attachment A, and is designated in the General Plan as Residential Medium.

The Subdivider has submitted improvement plans for the subdivision improvements for approval and has requested the City to allow the Subdivider to proceed with construction of the improvements pending approval of the Final Map, execution of the Subdivision Improvement Agreement, and approval of the Improvement Plans. City staff has reviewed the Subdivider's request and recommend that the City allow the Subdivider to proceed with construction of the improvements under the Improvement and Inspection Agreement (IIA). All improvements required of Ellis Phase 1B, Tract 3872 are guaranteed as part of the IIA. The aforementioned improvement plans are currently under review by the Engineering Division.

Under the provisions of the Improvement and Inspection Agreement (IIA), the Subdivider will construct the public improvements at his own risk and responsibility, prior to approval and recordation of the Final Map and Subdivision Improvement Agreement (SIA). The City will inspect construction of the public improvements that will be eligible for dedication and acceptance after completion of the construction of the improvements, approval of the Final Map and execution of the SIA. To the extent that the improvements constructed by the Subdivider pursuant to the IIA are inconsistent with the improvements required by the approved Improvement Plans (when they are approved), the Subdivider will be responsible for correcting any inconsistencies, at Subdivider's sole cost. The IIA will be superseded by the SIA after the SIA is approved and executed.

FISCAL IMPACT

There will be no fiscal impact to the General Fund. The Subdivider has paid the cost of plan checking, engineering inspection and agreement processing that is required under the IIA.

STRATEGIC PLAN

This agenda item is consistent with the City Council's Economic Development Strategy, to ensure physical infrastructure necessary for development are constructed.

RECOMMENDATION

That City Council, by resolution, approves the Improvement and Inspection Agreement for the Ellis Phase 1B, Tract 3782, and authorize the Mayor to execute the agreement.

Prepared by: Al Gali, Associate Civil Engineer
Criseldo Mina, PE, Senior Civil Engineer

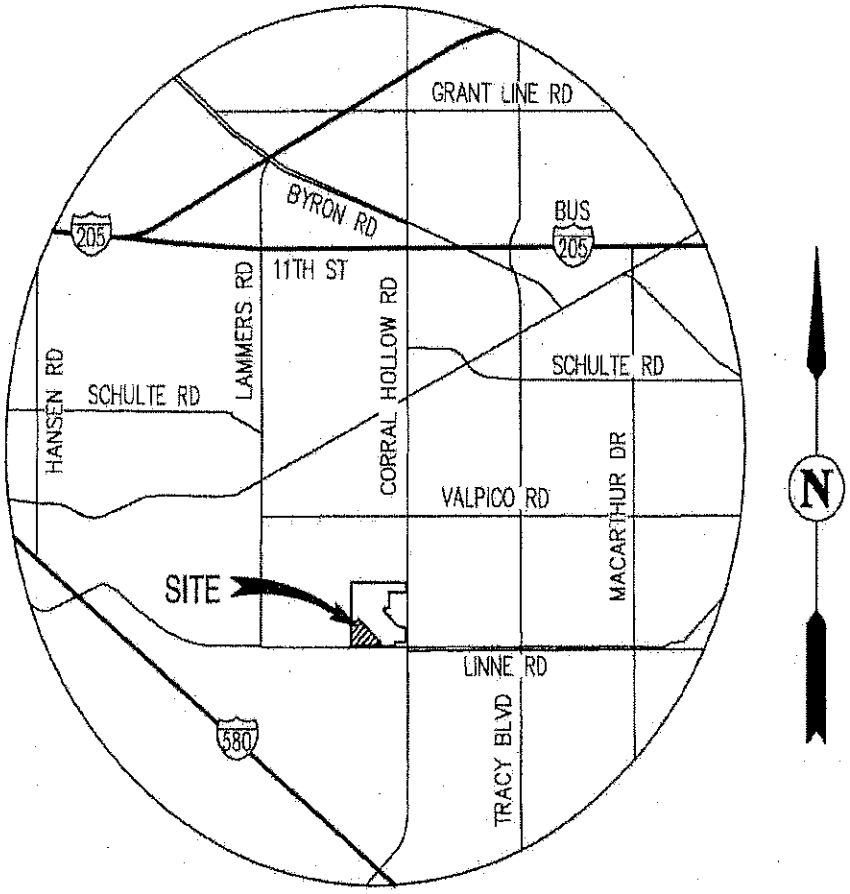
Reviewed by: Robert Armijo, PE, City Engineer
Martha Garcia, Interim Administrative Services Director
Andrew Malik, Development Services Director
Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

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

ELLIS PHASE 1B, TRACT #3872



VICINITY MAP

NOT TO SCALE

Recording Requested By
City of Tracy
Development Services Department
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:
City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attention: Nora Pimentel

CITY OF TRACY
IMPROVEMENT AND INSPECTION AGREEMENT
ELLIS PHASE 1B, TRACT 3872

This **IMPROVEMENT AND INSPECTION AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **CALATLANTIC GROUP, INC.**, a California Corporation, (hereinafter "Subdivider").

RECITALS

A. On July 23, 2014, the Planning Commission of the City of Tracy approved a Tentative Subdivision Map (the "Tentative Subdivision Map") for that certain property commonly known as Ellis Phase 1. The Tentative Subdivision Map was approved by Planning Commission Resolution No. 2014-016, which is on file with the City Engineer, and is incorporated herein by reference.

B. Approval of the Tentative Subdivision Map was subject to specified conditions (the "Conditions of Approval"), which are attached hereto as Exhibit "A" and incorporated herein by this reference, and apply to all future development within Ellis Phase 1.

C. Subdivider is currently the owner of that portion of the Ellis Phase 1 property commonly known as Ellis Phase 1B, Tract 3872 (the "Property"), and has applied to the City for approval of a final map for the Property (the "Final Map"), pursuant to the state Subdivision Map Act (Government Code sections 66410 et seq.) and the City's Subdivision Ordinance (Tracy Municipal Code, Title 12). The Property is shown and designated as "Parcel D" on that certain final map for Ellis Phase 1A, Tract 3764, approved by the City by Resolution No. 2015-143 on September 1, 2015 and recorded on September 28, 2015, in Book 42 of Maps and Plats, at Page 43 of the San Joaquin County Records.

D. The Conditions of Approval describe, among other things, certain public improvements which must be constructed and installed, according to plans and

specifications approved by the City, before the Final Map can be approved for Ellis Phase 1B. Plans and Specifications for the required public improvements have been prepared by Subdivider and submitted to the City, but have not yet been approved by the City. The Plans and Specifications submitted to the City include thirty-six (36) sheets of improvement plans titled "Ellis Phase 1B Improvement Plans, Tract No. 3872" prepared by Carlson, Barbee, and Gibson, Inc. of San Ramon, California; five (5) sheets of improvement plans entitled "Ellis Phase 1B, Tract 3872, Joint Trench," prepared by Giacalone Design Services, Inc. of Pleasanton, California; and thirty-five (35) sheets of improvement plans entitled "Ellis Phase 1B - Streetscape" prepared by Gates and Associates of San Ramon, California (collectively, the "Submitted Plans and Specification"). The Submitted Plans and Specifications are on file with the City Engineer.

E. In order to meet Subdivider's development schedule, Subdivider intends to commence construction and installation of the required public improvements based on the Submitted Plans and Specifications, before the City completes its review and approval of the Submitted Plans and Specifications. Subdivider understands and acknowledges that Subdivider will be proceeding with such improvements at Subdivider's sole and exclusive risk, and that if the public improvements completed by Subdivider do not conform, in the City Engineer's reasonable determination, to the Plans and Specifications ultimately approved by the City (the "Approved Plans and Specifications"), Subdivider will be required to remove or correct any non-conformities to the reasonable satisfaction of the City Engineer, at Subdivider's sole cost, before the City will approve Subdivider's submitted Final Map for Ellis Phase 1B, Tract 3872.

F. In an effort to minimize the risk of such non-conformities, Subdivider has asked the City to periodically inspect Subdivider's work in constructing and installing the public improvements required by the Conditions of Approval (the "Work"), and periodically advise Subdivider regarding whether the Work appears to be proceeding in conformance with the Submitted Plans and Specifications. Subdivider acknowledges that the City cannot issue a final approval of the Work until (a) the City Engineer has fully completed its review and formally approved the Submitted Plans and Specifications; and (b) completed an inspection of the Work based on the approved Plans and Specifications. To facilitate the City's periodic inspections, Subdivider has offered to pay all City costs incurred in such inspections.

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

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** Subdivider shall perform or cause to be performed,

the Work in conformance with the Conditions of Approval and the Approved Plans and Specifications, including landscaping, to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Subdivider's expense, in the manner described in the Approved Plans and Specifications. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer. The Subdivider may submit a written request to the City Engineer for a change in the Scope of Work, as required by Tracy Municipal Code Section 12.36.060(f).

2. **APPROVAL OF FINAL MAP.** Subdivider hereby acknowledges and agrees that the City will not consider approval of the Final Map until Subdivider has either (a) satisfied all applicable Conditions of Approval, as reasonably determined by the City Engineer, or (b) executed a Subdivision Improvement Agreement which adequately addresses all outstanding Conditions of Approval, to the reasonable satisfaction of the City Engineer. If City and Subdivider subsequently execute a Subdivision Improvement Agreement that addresses all applicable Conditions of Approval (including but not limited to the Work described herein) to the reasonable satisfaction of the City Engineer, such Subdivision Improvement Agreement shall replace and supersede this Agreement, and this Agreement shall be terminated and have no further force or effect.

3. **GRADING AND STREETS MAINTENANCE.** Until all the Work has been accepted by City by action of the City Council, Subdivider shall diligently perform, to the reasonable satisfaction of the City Engineer, all required maintenance of all public improvements on the Property. Without limitation, such maintenance obligations shall extend to and include roads, including berms and streets; sewer, water and storm drain facilities; and removal and disposal of weeds and accumulated debris.

4. **SUBDIVIDER'S AUTHORIZED REPRESENTATIVE**. At all times during the progress of the Work, Subdivider shall: (a) have a competent foreman or superintendent (hereinafter "Authorized Representative") on site with authority to act on behalf of the Subdivider; (b) keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative; and (c) keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.

5. **LOCATION OF PERFORMANCE.** Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Any easement or rights-of-way necessary for the performance of the Work shall be acquired by the Subdivider at the Subdivider's sole cost and expense.

6. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by

the Subdivider, and prior to the commencement of any Work, the Subdivider shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Section 66499 et seq.) and Tracy Municipal Code Section 12.36.080, in the following amounts (subject to change at the time of Final Map approved and SIA authorized):

6.1. **Faithful Performance** security in the amount of **$1,876,260** (based on the Engineer's Estimate approved by the City) to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code sections 66499, 66499.1, 66499.3 and 66499.4.

6.2. **Labor and Material** security in the amount of **$1,876,260** (based on the Engineer's Estimate approved by the City) to secure payment by the Subdivider to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen) pursuant to Government Code sections 66499, 66499.2, 66499.3, and 66499.4.

6.3. **Warranty security** in the amount of **$187,626** (based on the Engineer's Estimate approved by the City) to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter) pursuant to Government Code sections 66499 and 66499.4.

7. **INSURANCE.** Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall furnish evidence to the City that all of the following insurance requirements have been satisfied.

7.1. **General.** The Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

7.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than $3,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

7.6. Notice of Cancellation. Subdivider shall obtain endorsements to all insurance policies 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.

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

7.8. Insurance Certificate. Subdivider 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.

7.9. Substitute Certificates. No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

8. PERMITS, LICENSES, AND COMPLIANCE WITH LAW. The Subdivider shall, at the Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Subdivider shall obtain a City of Tracy Business License. The Subdivider shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

9. **TIME OF PERFORMANCE**. Time is of the essence in the performance of the Work, and timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Subdivider shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   9.1. **Commencement of Work**. No later than five (5) days prior to the commencement of Work, the Subdivider shall provide written notice to the City Engineer of the date on which the Subdivider shall commence Work. The Subdivider shall not commence Work until after the notice required by this section is properly provided, and the Subdivider shall not commence Work prior to the date specified in the written notice.

   9.2. **Schedule of Work**. Concurrently with the written notice of commencement of Work, the Subdivider shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Subdivider's prosecution of Work.

   9.3. **Completion of Work**. The Subdivider shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement. If the Work is not completed and accepted by City Council by this date, City Engineer may grant an extension of time if a) the Subdivider submits a written request for extension at least five (5) **days** prior to expiring date of completion, b) the City Engineer determines that Work is substantially complete and an extension is warranted, c) the Subdivider amends this Agreement and provides bonds to cover the term of the Amendment, and d) the Subdivider pays all processing fees for such time extension.

10. **INSPECTIONS**. To facilitate City's inspections of the Work, Subdivider shall, at all times, and upon no less than twenty-four hours' written notice from the City to Subdivider, provide City with proper and safe access to the Property and all portions of the Work, and to all shops which are within the Subdivider's reasonable control and wherein portions of the Work are in preparation.

    Subdivider hereby acknowledges and agrees that all determinations made by City regarding conformance of the Work with the Submitted Plans and Specifications are subject to change by City, in the City Engineer's reasonable discretion, based on inspections for conformance with the Approved Plans and Specifications. Subdivider further acknowledges and agrees that, to the extent that the City Engineer reasonably determines that any Work does not conform to the Approved Plans and Specifications, Subdivider shall promptly and diligently replace or correct

such non-conforming Work at Subdivider's sole cost and expense, and Subdivider shall not be eligible for any reimbursement, refund, credit or other allowance from City for or based on the costs of the non-conforming Work.

11. **INSPECTION FEES.** Concurrently with the execution of this Agreement by the Subdivider, and prior to the commencement of any Work, the Subdivider shall pay the City Inspection Fees in the amount of three and one-half percent (3-1/2%) of the estimated Project costs (as approved by the City Engineer). In the event that the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%) exceed the amount of Inspections Fees paid by the Subdivider, the Subdivider shall pay the City the actual costs of inspecting the Work less Inspection Fees previously paid. In the event that the City requires an independent inspection, the Subdivider shall pay all such costs and the parties shall use commercially reasonable efforts to cause the independent inspector to provide a report directly to the City.

In the event that the City determines that the City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%) is less than the amount of Inspection Fees paid by the Subdivider, the City shall promptly reimburse the Subdivider the cost difference between the Inspection Fees previously paid and the actual costs of inspecting the Work.

12. **DEFAULT.**

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

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

12.2.1. The Subdivider is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

12.2.2. The Subdivider abandons the Project site.

12.2.3. The Subdivider fails to perform one or more requirements of this Agreement.

12.2.4. The Subdivider fails to replace or repair any damage caused by Subdivider or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

12.2.5. The Subdivider violates any legal requirement related to the Work.

12.3. In the event that the Subdivider fails to cure the default within ten (10) days of the Subdivider's receipt of written notice from the City setting forth with reasonable specificity the nature of the default, or provide adequate written assurance to the satisfaction of the City Engineers 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:

12.3.1. Cure the default and charge the Subdivider for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.

12.3.2. Demand the Subdivider to complete performance of the Work.

12.3.3. Demand the Subdivider's surety (if any) to complete performance of the Work.

13. REPAIR OF ANY DAMAGE. In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall commence, within five (5) calendar days of receiving notice of such damage caused by the Subdivider or its representatives, and diligently continue to completion, the repair or replacement (as necessary) of the damaged property; provided that, Subdivider may defer such repairs or replacement of the damaged property pursuant to the written agreement of the property owner.

14. ACCEPTANCE OF WORK. Prior to acceptance of the Work by the City Council, the Subdivider shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Subdivider's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid and the City Council has accepted the Work as complete.

15. WARRANTY PERIOD. Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to

be defective as a result of an obligation of Subdivider under this Agreement, Subdivider shall be in default; provided, however, that Subdivider shall not be in default if Subdivider (a) commences to cure any defective Work within five (5) calendar days of receiving written notice of such defective Work from City, and (b) diligently and continuously prosecutes such cure to completion.

16. **INDEPENDENT CONTRACTOR STATUS**. Subdivider is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Subdivider is not City's employee and Subdivider shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Subdivider.

17. **OWNERSHIP OF WORK**. All original documents prepared by Subdivider for this Agreement shall be given to the City at the completion of Subdivider's Work; provided, however, that ownership of said documents shall be in accordance with applicable laws.

18. **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.

19. **INDEMNIFICATION.** Consistent with the security provisions contained herein, Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) arising or resulting, directly or indirectly from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees until such time as the City Council accepts the Work, at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, this termination shall not affect Subdivider's security and warranty obligations set forth in Sections 10 and 18, above. Subdivider's foregoing obligation to indemnify, defend, and hold harmless the City shall not apply to any claims, demands, damages, liabilities, costs or expenses that are a result of, or arise out of, the gross negligence or willful misconduct of the City (including its elected officials, officers, agents, and employees).

20. **ASSIGNMENT AND DELEGATION**. This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Subdivider's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force and effect. Consent by the City of one assignment shall not be deemed to be consent to

any subsequent assignment.

21. **PREVAILING WAGES.** For any Work located within the public Right-of-Way, Subdivider shall comply with all applicable labor regulations, including but not limited to regulations requiring the payment of prevailing wages.

22. **NOTICES.**

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

To CITY:	To Subdivider:
City Engineer City of Tracy 333 Civic Center Plaza Tracy, CA 95376	Tony Ponterio Project Manager CalAtlantic Group, Inc. 4750 Willow Road, Suite 150 Pleasanton, CA 94588

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

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

24. **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.

25. **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.

26. **JURISDICTION AND VENUE**. The interpretation, validity, and enforcement of the Agreement shall be governed by the construed under the laws of the State of California. Any suit, claim, or legal proceeding of any king related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

27. **INCORPORATION OF RECITALS**. City and Subdivider hereby acknowledge and

agree that the foregoing recitals are true and correct, and are hereby incorporated into and made part of this Agreement.

28. **ENTIRE AGREEMENT**. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the improvements to be constructed for this Project. This Agreement supersedes all prior negotiations, representations or agreements.

29. **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 Subdivider 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,
a municipal corporation

_____
By: Michael Maciel
Title: MAYOR
Date: _____

SUBDIVIDER
CalAtlantic Group, Inc.
a California corporation

_____
By: Tony Ponterio
Title: Operational VP
Date: 11/10/16

Attest:

_____
By: Nora Pimentel, CMC
Title: CITY CLERK
Date: _____

Approved As To Form:

_____
By: Bill Sartor, Esq.
Title: CITY ATTORNEY
Date: _____

RESOLUTION 2016-_____

APPROVING AN IMPROVEMENT AND INSPECTION AGREEMENT FOR THE ELLIS PHASE 1B, TRACT 3872, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The Tentative Subdivision Map for the Ellis Phase 1 Subdivision, a single-family residential subdivision with a total of 299 lots, was approved by Planning Commission on July 23, 2014, pursuant to Resolution 2014-016, and

WHEREAS, The Subdivider has submitted improvement plans for the subdivision improvements for approval and has requested that the City proceed with construction of the improvements pending approval of the Final Map and execution of the Subdivision Improvement Agreement, and

WHEREAS, Improvement plans are currently in review by the Engineering Division and all improvements required of the Ellis Phase 1B, Tract 3872, are guaranteed as part of the Improvement and Inspection Agreement, and

WHEREAS, Under the provisions of the Improvement and Inspection Agreement, the Subdivider will construct the public improvements at his own risk and responsibility prior to approval and recordation of the Final Map, and

WHEREAS, The potential environmental impacts from construction of the proposed improvements were evaluated and mitigated, in compliance with the California Environmental Quality Act, with the City's certification of the Environmental Impact Report for the Modified Ellis Project, as certified by City Council on January 22, 2013, pursuant to Resolution 2013-012, and no further environmental review is required for approval and implementation of the Inspection Improvement Agreement, and

WHEREAS, There will be no fiscal impact to the General Fund. The Subdivider has paid the cost of plan checking, engineering inspection, and agreement processing required under the Improvement and Inspection Agreement;

NOW, THEREFORE BE IT RESOLVED, That City Council approves the Improvement and Inspection Agreement for the Ellis Phase 1B, Tract 3872, and authorizes the Mayor to execute the agreement.

* * * * * * * * * *

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 15th day of November, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
NORA PIMENTEL, CITY CLERK

November 15, 2016

AGENDA ITEM 1.K

REQUEST

APPROVE THE PARK IMPROVEMENT AND REFUND AGREEMENT FOR THE ELLIS VILLAGE GREEN NEIGHBORHOOD PARK WITHIN THE ELLIS PHASE 1 SUBDIVISION, AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZE THE CITY CLERK TO FILE THE AGREEMENT WITH THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

CalAtlantic, a Delaware corporation (Subdivider), was required to design and construct the Ellis Village Green Neighborhood Park as a condition of approving the Final Subdivision Map of Ellis Phase 1A, Tract 3764. Approval of the Park Improvement and Refund Agreement will allow the Subdivider to begin construction of the park improvements.

DISCUSSION

The Final Subdivision Map for Ellis Phase 1A, Tract 3764, is composed of 168 residential lots, the neighborhood park site (Parcel A), Parcel G for future residential lots, and two commercial lots (Parcels B and E), as shown on Attachment A. The Final Subdivision Map (FSM), Subdivision Improvement Agreement (SIA), and Deferred Improvement Agreement (DIA) for Ellis Phase 1A, Tract 3764, was approved by the City Council on September 1, 2015, by Resolution 2015-143.

In accordance with the SIA and DIA, the Subdivider is required to sign an improvement agreement (Park Improvement and Refund Agreement or PI&RA), and submit improvement security in the amount and form approved by the City to guarantee the Subdivider's obligation for completing the neighborhood park improvements (Ellis Village Green Neighborhood Park).

The Subdivider has submitted improvement plans, specifications and cost estimates for the Ellis Village Green Neighborhood Park, and has also signed the PI&RA, and provided the required improvement security, to guarantee completion of this neighborhood park.

The neighborhood park site shown as Parcel A on the FSM for Ellis Phase 1A, Tract 3764, was offered for dedication to the City for neighborhood park purposes. Upon completion of the park improvements, the City will accept the offer of dedication in fee title ownership of the park site and the responsibility of maintaining the neighborhood park.

After the PI&RA is fully executed, the Subdivider will be eligible to receive neighborhood park fee credits in accordance with the PI&RA and the applicable provisions of Title 13 of the Tracy Municipal Code, which may be granted at the time of issuance of building permits.

FISCAL IMPACT

There will be no impact to the General Fund. The Subdivider has paid the applicable engineering review fees, which include the cost of processing the PI&RA. After the completion and City Council's acceptance of the neighborhood park improvements, the Subdivider will be eligible to receive refund in the amount of $365,838.35, which is available from the neighborhood park development impact fees the City has collected minus five percent (5%) for program management.

The Subdivider has obtained 61 building permits (12 model homes and 49 production lots) and paid $385,093 of neighborhood park development impact fees for these lots. Pursuant to section 13.080.070 of the Tracy Municipal Code, the Subdivider shall be paid 95% of the neighborhood park development impact fees collected by the City. The refund amount is $365,838.35 or 95% of $385,838.35. In accordance with section 13.08.070 of the Tracy Municipal Code, the City shall pay $365,838.35 to the Subdivider only after the neighborhood park improvements are completed by the Subdivider and accepted by the City Council as complete.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council, by resolution, approve the Park Improvement and Refund Agreement for Ellis Village Green Neighborhood Park within Ellis Phase 1 Subdivision, authorize the Mayor to execute the Agreement, and authorize the City Clerk to file the Agreement with the San Joaquin County Recorder.

Prepared by: Criseldo Mina, Senior Civil Engineer

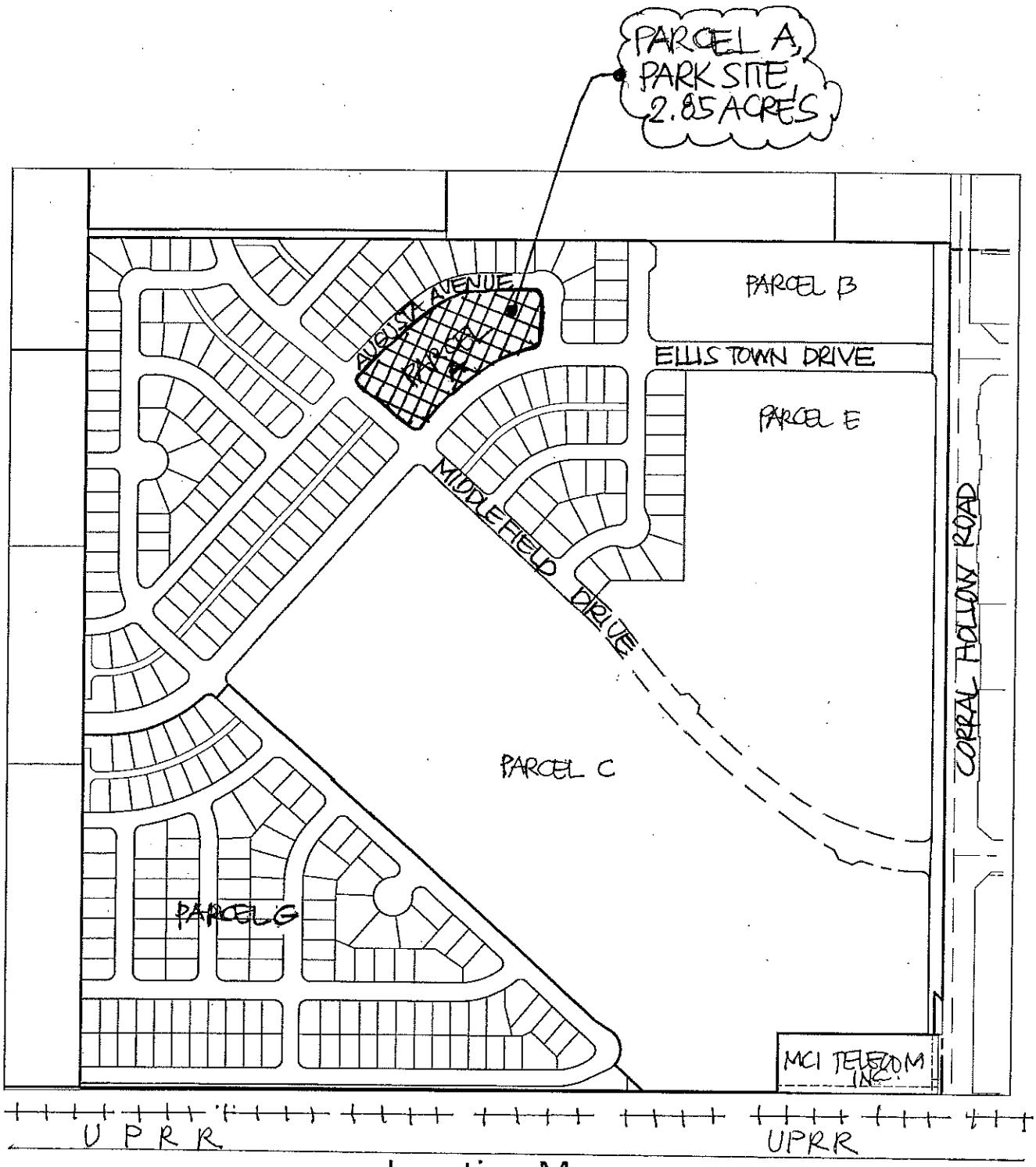
Reviewed by: Robert Armijo, City Engineer
André Pichly, Parks Director
Don Scholl, Public Works Department
Martha Garcia, Interim Administrative Services Director
Andrew Malik, Development Services Director
Stephanie Garrabrant-Sierra, Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Park Improvement and Refund Agreement

ELLIS VILLAGE GREEN NEIGHBORHOOD PARK



Location Map

NORTH

Recording Requested By
City of Tracy
Development Services Department
333 Civic Center Plaza
Tracy, CA 95376

And When Recorded Mail To:
City of Tracy
Office of the City Clerk
333 Civic Center Plaza
Tracy, CA 95376
Attention: Nora Pimentel

CITY OF TRACY
PARK IMPROVEMENT & REFUND AGREEMENT
ELLIS VILLAGE GREEN NEIGHBORHOOD PARK

This **PARK IMPROVEMENT AND REFUND AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation ("City") and **CALATLANTIC GROUP, INC.**, a Delaware corporation ("Subdivider").

RECITALS

A. Subdivider is the owner of that certain property described in the Tentative Subdivision Map approved by the Planning Commission on July 23, 2014 by Resolution 2014-016 and as amended on August 12, 2015 by Resolution 2015-010 ("Tentative Map"), and (ii) the Final Subdivision Map ("Final Map") approved by the City Council on September 1, 2015 (hereafter, the "Property"). The Property is part of a larger, previously-approved development project commonly known as the "Modified Ellis Project."

B. The Tentative Map and Final Map subdivided the Property to create 299 residential lots, and as a condition of approval of the Tentative Map and Final Map, Subdivider is required to construct certain improvements on, and dedicate to City, an approximately 2.85-acre parcel within the Property more specifically described on Exhibit "A" hereto and referred to herein as the "Park Site."

C. On September 1, 2015, the City Council also approved (i) a Subdivision Improvement Agreement (the "SIA") for a portion of the Property commonly known as Ellis Phase 1A, Tract 3764, and (ii) a Deferred Improvement Agreement (the "DIA") for the Modified Ellis Project. The SIA and the DIA were recorded on December 9, 2015 as Document Nos. 2015-144458 and 2015-144459 of the San Joaquin County Records, respectively, and are on file with the Office of the City Clerk.

D. Pursuant to Section 1.1 of the SIA and Section II(1)(2) of Exhibit "C" of the DIA, Subdivider may be eligible for credit against its obligation to pay Neighborhood Park Development Fees ("NPD Fees"), in accordance with the requirements of Title 13 of the City of Tracy Municipal Code, if Subdivider improves the Park Site and dedicates it to the City as required by the Tentative Map conditions of approval.

E. The NPD Fees applicable to the Property were determined by the Park Impact Fee Justification Study dated December 2012, prepared by Harris & Associates (the "Park Impact Fee Study"), and incorporated into the Ellis Program Area Finance Implementation Plan (the "Ellis FIP") approved by the City Council on August 20, 2013, by Resolution 2013-136. All property within the Tentative Map is subject to the NPD Fees.

F. As determined by the Park Impact Fee Study and set forth in the Ellis FIP, the amount of the NPD Fee applicable to the Property is $6,313 per Single Family Dwelling Unit ("SFDU").

G. In order to obtain building permits from City prior to executing a park improvement agreement with the City, Subdivider has voluntarily paid City a total of $517,666.00 in NPD Fees for eighty-two (82) SDFUs on the Property.

H. Under Title 13 of the City of Tracy Municipal Code, upon executing this Agreement and providing City with the Improvement Security described in Section 10 hereof, Subdivider will be eligible for credit against its obligation to pay NPD Fees for residential units on the Property in the amount of $1,708,345.15. Because Subdivider's credit against its obligation to pay NPD Fees exceeds the amount of the NPD Fees paid by Subdivider to date, Subdivider will, upon execution of this Agreement and providing the required Improvement Security, become eligible for a partial refund of all NPD Fees Subdivider has paid to date for residential units on the Property, as set forth in Exhibit "B" hereto.

I. Based on the value of Subdivider's credit described above, upon execution of this Agreement and providing the required Improvement Security, Subdivider will be partially relieved of its obligation to pay NPF Fees for the first 285 SFDUs to be constructed on the Property. Subdivider will remain obligated to pay the full amount of applicable NPD Fees for the remaining fourteen (14) SFDUs to be constructed on the Property, which payment shall be made at the time building permits are issued for such remaining SFDUs.

J. The Final Map approved by City on September 1, 2015 offered for dedication to the City the Park Site that is described in Exhibit "A." Upon completion of the park improvements thereon, as required by the conditions of approval of the Tentative Map and the SIA, the City will accept the offer of dedication of the Park Site and ownership of the park improvements.

K. The parties now desire to set forth herein the terms by which Subdivider will construct and complete the neighborhood park improvements on the Park Site, as shown on the twenty-six (26) sheets of improvement plans entitled "Ellis Village

Green Park" prepared by David Gates & Associates of San Ramon, California (the "Plans and Specifications"), and incorporated herein by reference, and by which Subdivider will be eligible for credit against its obligation to pay NPD Fees for development of residential units on the Property. Subdivider's construction and completion of the park improvements on the Park Site, in accordance with the Plans and Specifications, may be referred to herein as the "Work."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **RECITALS TRUE AND CORRECT**. Each party has reviewed the recitals set forth above and agrees that all facts set forth therein are true and correct.

2. **TIME OF PERFORMANCE**. Time is of the essence in the performance of the requirements of this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Each party shall commence performance, and shall complete all required performance no later than the dates set forth in this Agreement. No party may request an extension of time, unless a written request is made to the other party no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

   a. **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, Subdivider shall provide written notice to City Engineer of the date on which Subdivider shall commence Work. Subdivider shall not commence Work until after the notice required by this section is properly provided, and shall not commence Work prior to the date specified in the written notice, unless otherwise authorized by City.

   b. **Schedule of Work.** Concurrently with the written notice of commencement of Work, Subdivider shall provide City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect Subdivider's prosecution of the Work.

   c. **Completion of Work.** Subdivider shall complete all the Work by no later than three hundred sixty-five (365) days after the date specified by Subdivider in the Notice of Commencement of Work submitted pursuant to section 2.a above, subject to such extensions as are mutually agreed by the parties.

3. **CONVEYANCE OF THE PARK SITE.** Subdivider has offered dedication of the Park Site as specified in Recital J of this Agreement. The City's acceptance of such dedication is subject to Subdivider's satisfactory completion of the Work.

4. **SCOPE OF WORK**. Subdivider shall perform, or cause to be performed, the Work to the reasonable satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at Subdivider's expense, substantially in accordance with the Plans and Specifications. No material change shall be made to the Scope of Work unless authorized in writing by the City Engineer. Subdivider

may submit a written request to the City Engineer for a change in the Scope of Work, as required by Tracy Municipal Code section 12.36.060(f).

5. **PARK FEE CREDITS.** As set forth in Exhibit "B" hereto, and upon Subdivider's providing the City with the Improvement Security described in Section 10 of this Agreement, Subdivider will be entitled to NPD Fee credits for up to **285** SFDUs within the approved Final Map for the Property, and accordingly, Subdivider will be relieved of the obligation to pay NDP Fees for the first **285** SFDUs constructed on the Property. Subdivider will remain obligated to pay NPD Fees for the remaining **14** SFDUs to be constructed on the Property.

6. **REFUND OF PAID FEES.** As set forth in Exhibit "B" hereto, upon Subdivider's providing the City with the Improvement Security described in Section 10 of this Agreement, Subdivider will be entitled to a refund of NPD Fees previously paid to the City, in the amount of **$491,782.70** (or $517,666 x 0.95).

7. **NO EFFECT ON OBLIGATIONS TO PAY COMMUNITY PARK FEES.** Nothing in this Agreement, the SIA, or the DIA is intended to affect Subdivider's obligation to pay Community Park Fees.

8. **SUBDIVIDER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Subdivider shall have a competent foreman or superintendent (hereinafter "Authorized Representative") on site with authority to act on behalf of Subdivider. Subdivider shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. Subdivider shall provide the City Engineer the names and telephone numbers of all contractors and subcontractors performing the Work.

9. **LOCATION OF PERFORMANCE.** Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. Any easement or right-of-way necessary for the performance of the Work shall be acquired by Subdivider at Subdivider's sole cost and expense.

10. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by Subdivider, and prior to the commencement of the Work, Subdivider shall furnish improvement security, in a form authorized by the Subdivision Map Act (Government Code sections 66499 et seq.) and Section 12.36.080 of the Tracy Municipal Code, in the following amounts:

    a. **Faithful Performance** security in the amount of **$1,094,561.74** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code sections 66499, 66499.1, 66499.3, and 66499.4.

    b. **Labor and Material** security in the amount of **$1,094,561.74** to secure payment to all laborers and materialmen (until the date of which claims are required to be made by laborers and materialmen) pursuant to Government Code sections 66499, 66499.2, 66499.3, and 66499.4.

c. **Warranty** security in the amount of **$109,456.17** to secure faithful performance of this Agreement (from the date on which the City Council accepts the Work as complete until one year thereafter) pursuant to Government Code sections 66499, 66499.3, and 66499.4.

11. **INSURANCE.** Concurrently with the execution of this Agreement by Subdivider, and prior to the commencement of any Work, Subdivider shall furnish evidence to City that all of the following insurance requirements have been satisfied.

a. **General.** Subdivider shall, throughout the duration of this Agreement, maintain insurance to cover Subdivider, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

b. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than $3,000,000 general aggregate and $1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

e. **Endorsements.** Subdivider shall obtain endorsements to the automobile and commercial general liability with the following provisions:

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

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

f. **Notice of Cancellation.** Subdivider shall provide thirty (30) days prior written notice to City should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy that results in the policy not conforming to the requirements of this agreement prior to the expiration shall be considered a cancellation.

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

h. **Insurance Certificate.** Subdivider 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.

i. **Substitute Certificates.** No later than ten (10) days prior to the policy expiration date of any insurance policy required by this Agreement, Subdivider shall provide a substitute certificate of insurance.

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

12. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** Subdivider shall, at Subdivider's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, Subdivider shall obtain a City of Tracy Business License. The Subdivider shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

13. **INSPECTION BY CITY.** In order to permit City to inspect the Work, Subdivider shall, at all times, provide to City proper and safe access to the Work site and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

14. **INSPECTION FEES.** Concurrently with the execution of this Agreement by Subdivider, and prior to the commencement of any Work, Subdivider shall pay City Inspection Fees in the amount of three and one-half percent (3 1/2 %) of the estimated costs of the Work (as approved by the City Engineer). In the event that City determines that City's actual costs of inspecting the Work (including all costs and expenses of inspection, reviewing maps and plans, field checking, testing, and administrative and overhead costs of fifteen percent (15%)) exceed the amount of Inspection Fees paid by Subdivider, Subdivider shall pay City the actual costs of inspecting the Work less Inspection Fees previously paid. In the event that City determines that the City's actual costs of inspecting the Work are less than the amount of Inspection Fees paid by Subdivider, City shall reimburse Subdivider the cost difference between the Inspection Fees previously paid and the actual costs of inspecting the Work. In the event that City requires an independent inspection, City may retain an independent inspector, Subdivider shall pay all costs associated with the independent inspection, and the independent inspector shall provide a report directly to City.

15. **DEFAULT.**

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

b. Subdivider shall be in default of this Agreement if the City Engineer reasonably determines that any one of the following conditions exist:

i. Subdivider is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

ii. Subdivider abandons the Work Site.

iii. Subdivider fails to perform one or more requirements of this Agreement and fails to cure any such non-performance pursuant to section 15.c below.

iv. Subdivider fails to replace or repair any damage caused by Subdivider or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

v. Subdivider violates any legal requirement related to the Work.

c. In the event that Subdivider 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, City may, in the discretion of the City Engineer, take any or all of the following actions:

i. Cure the default and charge Subdivider for the actual costs therefor, plus administrative costs, plus interest in an amount equal to seven percent (7%) per annum from the date of default.

ii. Demand that Subdivider complete performance of the Work.

iii. Demand that Subdivider's surety (if any) complete performance of the Work.

iv. Commence a legal action to enforce the terms of this Agreement.

16. REPAIR OF ANY DAMAGE. In the event and to the extent Subdivider or its agents, representatives, contractors, subcontractors, or employees, in connection with performance of the Work, cause any damage to property owned by City or other property owners, then Subdivider shall commence, within five (5) calendar days of receiving notice of such damage caused by the Subdivider or its representatives, and diligently continue to completion, the repair or replacement (as necessary) of the damaged property; provided that, Subdivider may defer such repairs or replacement of the damaged property pursuant to the written agreement of the property owner.

17. **ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Council, Subdivider shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project Site. Subdivider's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.

18. **WARRANTY PERIOD.** Subdivider shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of Subdivider under this Agreement, Subdivider shall be in default; provided, however, that Subdivider shall not be in default if Subdivider (a) commences to cure any defective Work within five (5) calendar days of receiving written notice of such defective Work from City, and (b) diligently and continuously prosecutes such cure to completion.

19. **INDEPENDENT CONTRACTOR STATUS.** Subdivider is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Subdivider is not City's employee and Subdivider shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless City provides prior written authorization to Subdivider.

20. **OWNERSHIP OF WORK.** All original documents prepared by Subdivider for this Agreement shall be given to City upon City's acceptance of the Work; provided, however, ownership of said documents shall be determined in accordance with applicable laws. Prior to acceptance of the Work, Subdivider shall submit the as-built drawings in Auto-CAD.

21. **INDEMNIFICATION.** Consistent with the security provisions contained herein, Subdivider shall indemnify, defend, and hold harmless City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) arising or resulting, directly or indirectly from the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors, or employees until such time as the City Council accepts the Work, , at which time the indemnification obligations under this Section 17 shall automatically terminate, with regard to any cause of action arising after such date. For avoidance of doubt, this termination shall not affect Subdivider's security and warranty obligations set forth in Sections 10 and 18, above. Subdivider's foregoing obligation to indemnify, defend, and hold harmless the City shall not apply to any claims, demands, damages, liabilities, costs or expenses that are a result of, or arise out of, the gross negligence or willful misconduct of the City (including its elected officials, officers, agents, and employees).

22. **ASSIGNMENT AND DELEGATION.** This agreement and any portion thereof shall not be assigned or transferred, nor shall any of the parties' duties be delegated without the written consent of all parties. Any attempt to assign or delegate this Agreement without the written consent of all parties shall be void and of no force and effect. Consent by all parties to one assignment shall not be deemed to be consent to any subsequent assignments.

23. **NOTICES.**

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

To City:
City Engineer
City of Tracy
333 Civic Center Plaza
Tracy CA 95376

To Subdivider:
CalAtlantic Group, Inc.
4750 Willow Road
Suite 150
Pleasanton, CA 94588
Attn: Tom Burrill
Division President

CalAtlantic Group, Inc.
15360 Barranca Parkway
Irvine, CA 92618-2215
Attn: Dwight Hirsch
Vice President & Associate Counsel

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

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

25. **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.

26. **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.

27. **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

28. **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.

29. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated by reference, comprises the entire integrated understanding between the parties concerning the Work. This Agreement supersedes all prior negotiations, representations, or agreements.

30. **SIGNATURES.** City and Subdivider represent and warrant that the individuals executing this Agreement have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Subdivider and 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,
a municipal corporation

_____
By: Michael Maciel
Title: MAYOR
Date: _____

Attest:

_____
By: Nora Pimentel
Title: CITY CLERK

Approved As To Form:

_____
By: Bill Sartor
Title: CITY ATTORNEY
Date: _____

SUBDIVIDER:
CALATLANTIC GROUP, INC.,
a Delaware corporation

_____
By: Tony Ponterio
Title: Operational VP
Date: 11/8/16

Date: _____

CITY OF TRACY
ELLIS VILLAGE GREEN NEIGHBORHOOD PARK
PARK IMPROVEMENT & REFUND AGREEMENT

EXHIBIT A
PAGE 1 OF 1

LEGAL DESCRIPTION OF THE PARK SITE

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN JOAQUIN, CITY OF TRACY, DESCRIBED AS FOLLOWS:

BEING A SUBDIVISION OF A PORTION OF SECTION 6, TOWNSHIP 3, SOUTH, RANGE 5 EAST, MOUNT DIABLO BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF PARCEL A AS SHOWN ON THE FINAL SUBDIVISION MAP OF ELLIS PHASE 1A, TRACT 3764, FILED FOR RECORD ON SEPTEMBER 5, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 43 OF THE SAN JOAQUIN COUNTY RECORDS.

APPROXIMATELY 2.85 ACRES

NOTHING FOLLOWS

CITY OF TRACY – PARK IMPROVEMENT & REFUND AGREEMENT
ELLIS VILLAGE GREEN NEIGHBORHOOD PARK
EXHIBIT "B"

In consideration of Subdivider's improvement and dedication of the Park Site (identified in the Ellis Neighborhood Park Impact Fee Justification Study, December 2012, less approximately 1,404 square feet for the location of the clustered mailboxes) in accordance with the terms of this Agreement, Subdivider is eligible for NPD Fee refunds and credits in accordance with City of Tracy Municipal Code Title 13 (the "Fee Ordinance") and this Agreement.

1. Potential Fee Credits. The City Engineer and the Parks and Community Services Director hereby find that the reasonable estimated costs for the Work (as defined in Recital K of this Agreement) is $1,798,258.05. As provided in Title 13 of the Tracy Municipal Code, upon Subdivider's execution of this Agreement and provision of the required security, Subdivider will be eligible for NPD Fee credits in an amount equal to 95% of the reasonable estimated costs of the Work. Therefore, upon Subdivider's execution of this Agreement and provision of the required security, Subdivider's total potential NPD Fee credit amount will be $1,708,345.15.

   The NPD Fee applicable to the Project is $6,313 per Single Family Dwelling Unit ("SFDU"). Under Title 13 of the City of Tracy Municipal Code, fee credits may be used to off-set 95% of the fee amount, or $5,997.35, for each SFDU in the Project until the total potential fee credit is exhausted. Therefore, Subdivider must pay $315.65 in NPD Fees (5% of the total NPD Fee) for each SFDU in the Project until Subdivider's NPD Fee credits are exhausted, at which time Subdivider will be responsible for paying the full NPD Fee amount of $6,313 per SFDU for all remaining SFDUs in the Project.

   Applying Subdivider's total NPD Fee credit amount of $1,708,345.15 to each SFDU at the rate of $5,997.35 per SFDU (95% of the total NPD Fee), Subdivider's total NPD Fee credits will be exhausted after Subdivider has paid NPD Fees for 284.85 SFDUs ($1,708,345.15 ÷ $5,997.35 = 284.85). Therefore, Subdivider shall pay the following NPD Fee amounts:

SFDUs 1 through 284:	$315.65 per SFDU.
SFDU 285:	$1,451.99
SFDUs 286 through 299:	$6,313 per SFDU.

2. Refund of Previously-Paid NPD Fees. As of October 21, 2016, the City has collected a total of $517,066.00 in NPD Fees from the geographic areas benefitted by the Ellis Neighborhood Park Improvements (see summary of fees collected set forth on Exhibit "C," attached hereto and incorporated herein by reference). This amount represents full NPD Fee payments of $6,313 per SFDU for 82 SFDUs.

   Upon Subdivider's execution of this Agreement and provision of the required security hereunder, Subdivider will be eligible for NPD Fee credits in an amount that exceeds the total amount of the NPD Fees paid by Subdivider to date for the Project. As a result, and based on the methodology set forth above, Subdivider and the City have agreed that Subdivider is entitled to a refund of 95% of the NPD Fees paid to date by Subdivider. Therefore, based on this Agreement and Title 13 of the City of Tracy Municipal Code, Subdivider is eligible for a refund in the amount of $491,212.70 ($517,066.00 x .95), payable by City upon Subdivider's execution of this Agreement and provision of the security required herein.

CITY OF TRACY - PARK IMPROVEMENT & REFUND AGREEMENT
ELLIS VILLAGE GREEN NEIGHBORHOOD PARK
EXHIBIT "C"

Subdivision/ Lots	Total Number of Lots	Amount Collected
13 through 16 42 through 44 47 through 50	11	$ 69,443.00
5 through 12 53 through 55 58, 60 62 through 67 69 121 through 123	23	$145,199.00
1 through 4 37 through 40 31 101 through 109 124 through 130 157 through 158	27	$170,451.00
71 through 75 91 through 93 110 through 114 119 through 120 131 through 133 154 through 156	21	$132,573.00
TOTAL:	82 lots	$517,666.00

RESOLUTION 2016-_____

APPROVING A PARK IMPROVEMENT AND REFUND AGREEMENT FOR ELLIS VILLAGE GREEN NEIGHBORHOOD PARK WITHIN ELLIS PHASE 1 SUBDIVISION, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND AUTHORIZING THE CITY CLERK TO FILE THE AGREEMENT WITH THE SAN JOAQUIN COUNTY RECORDER

WHEREAS, The Final Subdivision Map for Ellis Phase 1A, Tract 3764, is composed of 165 residential lots, the neighborhood park site (Parcel A), Parcel G for future residential lots, and two commercial lots (Parcels B and E), and

WHEREAS, The City Council approved the Final Subdivision Map (FSM), Subdivision Improvement Agreement (SIA), and Deferred Improvement Agreement (DIA) for Ellis Phase1A, Tract 3764, on September 1, 2015, pursuant to Resolution 2015-143.

WHEREAS, In accordance with the SIA and DIA, the Subdivider is required to sign an improvement agreement (Park Improvement and Refund Agreement or PI&RA), and submit improvement security in the amounts and form approved by the City, to guarantee the Subdivider's obligation for completing the neighborhood park improvements (Ellis Village Green Neighborhood Park), and

WHEREAS, The Subdivider has completed improvement plans, specifications and cost estimates for the Ellis Village Green Neighborhood Park, and has also signed the PI&RA, and provided the required improvement security, to guarantee completion of this neighborhood park, and

WHEREAS, The neighborhood park site shown as Parcel A on the FSM for Ellis Phase 1A, Tract 3764, was offered for dedication to the City for neighborhood park purposes. Upon completion of the park improvements, the City will accept the offer of dedication in fee title ownership of the park site and the responsibility of maintaining the neighborhood park, and

WHEREAS, After the PI&RA is fully executed, the Subdivider will be eligible to receive neighborhood park fee credits in accordance with the PI&RA and the applicable provisions of Title 13 of the Tracy Municipal Code, which may be granted at the time of issuance of building permits, and

WHEREAS, There will be no impact to the General Fund. The Subdivider has paid the applicable engineering review fees which include the cost of processing the PI&RA, and

WHEREAS, After the completion and City Council's acceptance of the neighborhood park improvements, the Subdivider will be eligible to receive a refund in the amount of $365,838.35, in accordance with the PI&RA and the applicable provisions of Title 13 of the Tracy Municipal Code, which is available from the neighborhood park development impact fees the City has collected minus five percent (5%) for program management;

NOW, THEREFORE BE IT RESOLVED, That City Council approves the Park Improvement and Refund Agreement for the Ellis Village Green Neighborhood Park, and authorizes the Mayor to execute the Agreement, and authorizes the City Clerk to file the Agreement with the San Joaquin County Recorder.

* * * * * * * * * * *

The foregoing Resolution 2016-_____ was passed and adopted by the Tracy City Council on the 15th day of November 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 15, 2016

AGENDA ITEM 3

REQUEST

ADOPT COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS PROGRAM LOCAL FUNDING PRIORITIES THROUGH FISCAL YEAR 2021-2022

EXECUTIVE SUMMARY

Review and adopt local funding priorities for the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Program for future program years through Fiscal Year 2021-2022. Council action will provide policy direction to the Parks and Community Services Commission and City staff regarding the priority of annual allocation of funding from these grant programs.

BACKGROUND

Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects that make for a viable community, with local programs and services that provide decent housing, a suitable living environment, and expand economic opportunities for low and moderate income individuals and families. The City of Tracy receives an annual pass-through allocation from San Joaquin County, which serves as the entitlement community.

During fiscal year 2008-09, the City Council directed staff to create a grant allocation process that would best address the local needs of the Tracy community. On October 5, 2010, City Council approved the following four local priorities:

(1) Economic Development / Job Creation
(2) Emergency Food and Shelter
(3) Domestic Violence Services
(4) Senior / Adult Services

DISCUSSION

Parks and Community Services Commission Recommendation:

The Parks and Community Services Commission met on October 6, 2016 to recommend local funding priorities to City Council for both the CDBG and HOME programs. The Commission unanimously recommended local funding priorities, in priority rank order, as follows:

CDBG

Public Services Category:
(1) Food Distribution Services
(2) Homelessness Prevention, Intervention and Transitional Housing Services

(3) Senior and Special Needs Services
(4) Domestic Violence Services
(5) Youth Education and Enrichment Services

Public Facilities/Improvements Category:
(1) Public Parks and Facilities
(2) Removal of Architectural Barriers (ADA)

HOME

(1) Address issues of public safety, health and welfare;
(2) Rehabilitate residential properties occupied by low income persons; and,
(3) Partner to construct income restricted family and senior housing facilities.

If adopted by Council, staff will include these local funding priorities in the annual CDBG/HOME grant application process. Grant applicants will receive funding based on the adopted local funding priorities, meeting federal funding requirements and other factors deemed appropriate to the disbursement of grant funds within the community.

CDBG/HOME Grant Funding

Each year San Joaquin County and its partner cities release a Notice of Funding Availability (NOFA) to non-profit, institutional and government organizations seeking to participate in the annual CDBG and HOME grant programs. City staff is assisted by the Parks and Community Services Commission, and its selected Subcommittee, in the annual recommendation and funding allocation process.

CDBG funding may be directed to a variety of public services, public improvements and economic development purposes. The City of Tracy receives an average annual allocation of CDBG funding in the amount of approximately $400,000, depending on Federal appropriations. CDBG annual allocations are appropriated consistent with Federal regulations as follows:

Amount	Category
15% (est. $60,000)	Public Services
12% (est. $48,000)	City Program Administration
73% (est. $292,000)	Public Facilities/Improvements/Economic Development

HUD regulations, codified in the Code of Federal Regulations (CFR) Title 24, Part 570, require Public Services activities to be limited to 15% of the City's annual CDBG allocation. The remaining allocation balance of 73% is used for public facilities/improvements and economic development activities. City grant program administration charges are equal to approximately 12% of the annual allocation and are reimbursed for City provided services including program administration, payables-audit functions and construction labor compliance activities.

HOME funds average an annual allocation of $100,000, subject to Federal appropriations. HOME funds are restricted to housing services and housing improvement projects that benefit low income owners and residents. Current City of Tracy programs include the HOME Rehabilitation Program and Downpayment

Assistance Program (DAP). Both programs are administered by San Joaquin County with direction and outreach support from the City. Staff intends to return to City Council in Spring 2017 to discuss the reallocation of HOME funds to programs that address issues of public safety, health and welfare.

STRATEGIC PLAN

This agenda item supports Goal 2 of the Public Safety Strategic Plan by promoting public health, safety, and community welfare throughout the community.

FISCAL IMPACT

Adoption of this agenda item will have no impact to the General Fund.

RECOMMENDATION

Staff recommends City Council adopt local funding priorities for the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Program for future program years through Fiscal Year 2021-2022.

Prepared by: Joshua Ewen, Management Analyst

Reviewed by: Shelley Burcham, Economic Development Manager
Andrew Malik, Development Services Director
Martha Garcia, Interim Administrative Services Director
Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

Attachment A – List of Grantees and Grant Amounts from FY 2016-2017
Attachment B – Census Block Tract Eligible Areas for Public Improvements

ATTACHMENT A

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

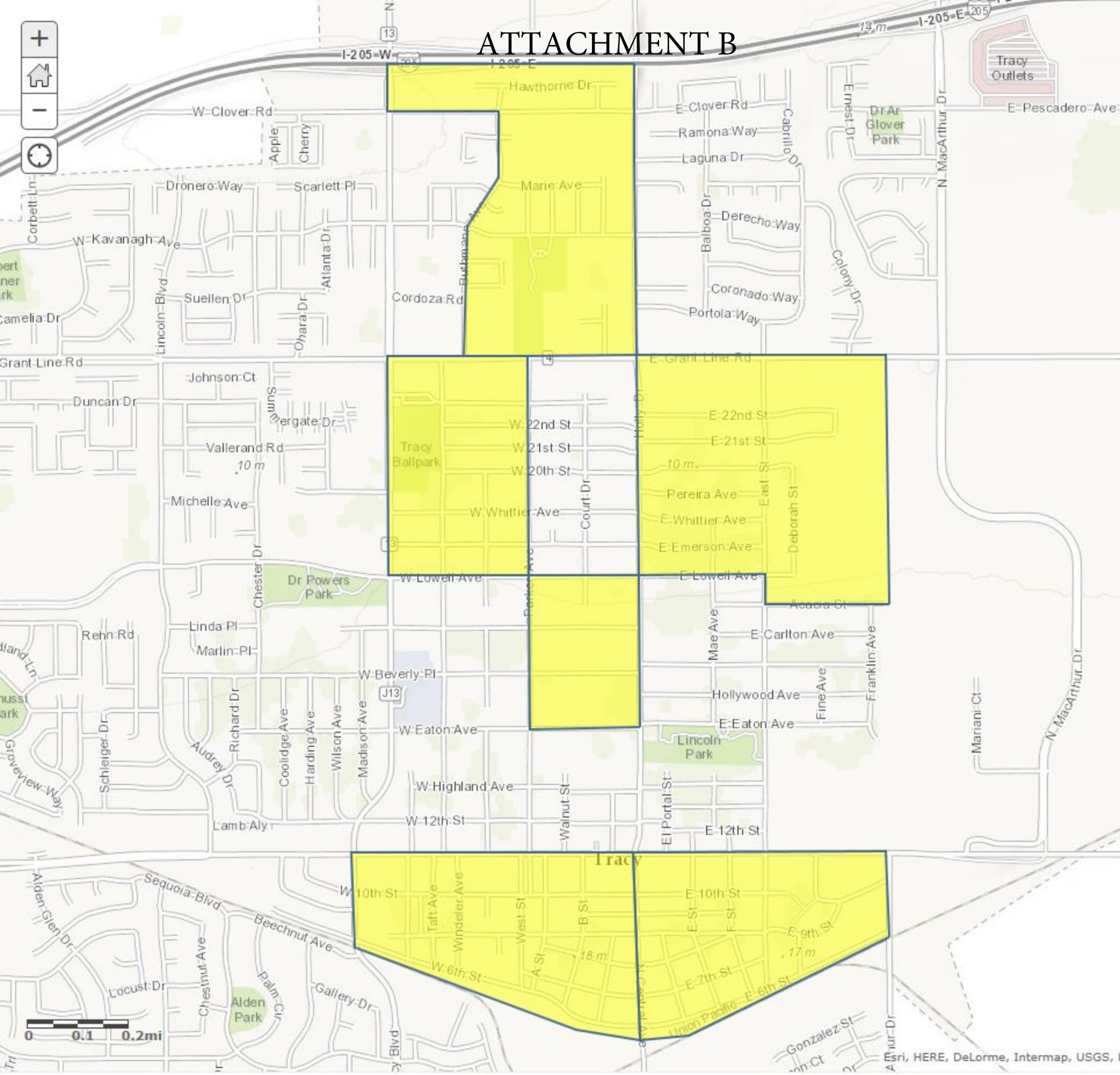
Public Services	
Boys and Girls Club of Tracy	$ 3,864
Coalition to of Tracy Citizens to Assist the Homeless	$ 4,829
Emergency Food Bank and Family Services of Stockton/SJ	$ 1,932
McHenry House Tracy Family Shelter	$ 4,829
Second Harvest Food Bank	$ 4,829
SJC Department of Aging	$ 8,693
Tracy Interfaith Ministries	$ 11,413
Tracy Volunteer Caregivers	$ 2,898
VBR Foster Family Agency & Children Services	$ 3,864
Women's Center Youth & Family Services	$ 5,795
San Joaquin Fair Housing Authority	$ 9,879
Total	$ 62,825

Public Facilities, Housing & Economic Development	
Boys and Girls Club of Tracy (Lowell Ave. Security)	$ 9,659
Boys and Girls Club of Tracy (South West Park Site)	$121,530
City of Tracy (ADA Accessibility Project)	$ 96,589
City of Tracy (Downtown Façade Improvement Program)	$ 34,603
Disability Resource Agency for Independent Living (DRAIL)	$ 4,829
McHenry House Tracy Family Shelter	$ 17,289
Small Business Development Center	$ 9,659
Tracy Interfaith Ministries	$ 11,591
Total	$305,749

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

HOME Rehabilitation Program	$107,000

ATTACHMENT B



RESOLUTION 2016-_____

APPROVING COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS PROGRAM LOCAL FUNDING PRIORITIES THROUGH FISCAL YEAR 2021-2022

WHEREAS, Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons, and

WHEREAS, The Parks and Community Services Commission met on October 6, 2016 to recommend local funding priorities to City Council for both the CDBG and HOME programs, and

WHEREAS, The Parks and Community Services Commission unanimously recommended local funding priorities for adoption by City Council, in priority rank order, as follows:

CDBG Public Services Category:

(1) Food Distribution Services
(2) Homelessness Prevention, Intervention and Transitional Housing Services
(3) Senior and Special Needs Services
(4) Domestic Violence Services
(5) Youth Education and Enrichment Services

CDBG Public Facilities/Improvements Category:

(1) Public Parks and Facilities
(2) Removal of Architectural Barriers (ADA)

HOME:

(1) Address issues of public safety, health and welfare;
(2) Rehabilitate residential properties occupied by low income persons; and,
(3) Partner to construct income restricted family and senior housing facilities.

WHEREAS, All eligible community non-profit, institutional and government organizations may apply for CDBG and HOME grant funding but those applicants that most fully satisfy the local priority funding areas will receive priority preference in the annual funding allocation process, and

WHEREAS, The City Council directs the Parks and Community Services Commission CDBG/HOME Grant Subcommittee and City staff to establish a ranking process and funding formula criteria to address the local needs approved by City Council, and

WHEREAS, The Local Funding Priorities will be established commencing in Fiscal Year 2017-2018 grant funding cycle through Fiscal Year 2021-2022;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy does hereby approve of local priority funding needs for CDBG and HOME funds, in priority rank order, through Fiscal Year 2021-2022:

CDBG Public Services Category:
(1) Food Distribution Services
(2) Homelessness Prevention, Intervention and Transitional Housing Services
(3) Senior and Special Needs Services
(4) Domestic Violence Services
(5) Youth Education and Enrichment Services

CDBG Public Facilities/Improvements Category:
(1) Public Parks and Facilities
(2) Removal of Architectural Barriers (ADA)

HOME:
(1) Address issues of public safety, health and welfare;
(2) Rehabilitate residential properties occupied by low income persons; and,
(3) Partner to construct income restricted family and senior housing facilities.

****

The foregoing Resolution 2016-_____ was adopted by the Tracy City Council on the 15th day of November 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

November 15, 2016

AGENDA ITEM 4

REQUEST

PUBLIC HEARING TO CONSIDER ADOPTION OF A PRECISE PLAN LINE (ROADWAY ALIGNMENT) FOR CORRAL HOLLOW ROAD FROM PARKSIDE DRIVE TO I-580 AND AMENDMENT TO THE ROADWAY MASTER PLAN

EXECUTIVE SUMMARY

The City's Roadway Master Plan identifies widening of Corral Hollow Road from Parkside Drive to I-580 to improve the circulation of traffic on this major north-south arterial street. A Precise Plan Line to establish the street alignment needs to be adopted prior to starting the design of the street widening. The City Council is requested to conduct a public hearing and receive comments prior to considering the adoption of the proposed precise plan line.

DISCUSSION

Corral Hollow Road from I-580 to Parkside Drive is a major arterial connecting the City's north-south corridor. The City's Roadway Master Plan identifies widening Corral Hollow Road from I-580 to Parkside Drive. With the development of the Ellis and Tracy Hills projects, widening of this portion of Corral Hollow Road is critical to move vehicular traffic to and from the northern and southern corridors of the City.

The Corral Hollow Road widening is divided into two phases. Phase 1 is from Parkside Drive to Linne Road and Phase 2 starts from Linne Road to I-580. Both phases are approved capital improvement projects with Phase 1 funded by Measure K sales tax and Roadway Master Plan development impact fees. Phase 2, from Linne Road to I-580, is funded from the Roadway Master Plan development impact fees.

The portion of Corral Hollow Road between Parkside Drive and Linne Road was initially scheduled for widening after 2025 when sufficient funds from the Measure K sales tax are collected. Since the improvements are necessary now for the effective circulation of traffic, staff has been exploring various options to expedite the construction of this portion of the project. As a result the San Joaquin Council of Governments (COG) allocated funding of $13M from the initial bond proceeds from Measure K for the widening of Corral Hollow Road between Parkside Drive and Linne Road. An additional funding of $4.5M is available from Regional Traffic Impact Fees (RTIF) for the widening of this portion of Corral Hollow Road; thus providing a total funding of $17.5M to complete this project. The widening of Corral Hollow Road between Parkside Drive and Linne Road also includes widening and signalizing the intersection with Valpico Road. Additional funding in the amount of $750,000 is available for this project from a Congestion Management and Air Quality (CMAQ) grant already allocated to the County. This amount will be transferred to the City for completion of the intersection improvements.

The widening of Corral Hollow Road from Linne Road to I-580 will be completed in the future from development impact fees and as part of the conditions of development of the Tracy Hills Project.

The Phase 1 of the Corral Hollow Road widening project is partially located within the jurisdiction of San Joaquin County fronting ranchets and other residential developments. Staff held multiple meetings with the property owners to hear and address their concerns and work with them to minimize the impacts to their properties. These meetings were well attended by the property owners, the San Joaquin County Public Works Department and elected officials. The City is taking the lead in acquisition of right-of-ways design and construction of this project in accordance with the agreement with San Joaquin County (Attachment A). This agreement with the County was executed on February 9, 2016 after approval from the City Council and the County Board of Supervisors.

The Precise Plan Line prepared by Ruggeri-Jensen-Azar (RJA) Consulting Engineers (Attachment B) is the byproduct of staff meetings and coordination with the multiple stakeholders involved in this project. The cross section of the proposed widening of the street minimizes impacts to the fronting property owners and is the best engineering solution for the circulation of traffic. However, this will require an update to the City's existing Roadway Master Plan by including the proposed street cross section in the Roadway Master Plan. The major deviation from the Roadway Master Plan is to include the service lanes on both sides of the street to provide easy and safe access to the properties without any major impact to the through traffic.

The proposed street cross section, especially in the areas of the County's jurisdiction includes two travelled lanes on each side, one dual turning lane in the middle and two service lanes one on each side of the road with curb, gutter and sidewalk.

The concept of a service lane was included to provide improved ingress and egress to the multiple driveways existing on both sides of the street in various segments. The service lane will ease the maneuvering of vehicles to and from the fronting properties and the lane will also be available for bicycles as well. The roadway cross section south of Valpico Road will provide a raised median and a combination of bike paths and sidewalks (class 1 bike path) on the west side. However, since the dedication of land and improvements behind the street curb up to the property line, including a class I bike path on one side of the street, are the responsibility of the fronting developments, the ultimate sidewalk and Class I bike path in this segment will be completed in various phases as the new development occur.

In the event of new developments or modifications of the existing developments occur in San Joaquin County between Parkside Drive and Valpico Road, similar development conditions and comments will be forwarded to the county. Similarly the ultimate improvements behind the street curb on the Phase 2 portion of Corral Hollow Road between Linne Road and I-580 will be completed in multiple phases in accordance with the availability of funds from development impact fees and conditions of approval for the new developments.

As new areas including the Tracy Hills and Ellis projects develop, a substantial volume of vehicular traffic to and from these properties is anticipated and will need to be mitigated by the widening of Corral Hollow Road.

Therefore, it is necessary to adopt a Precise Plan Line for Corral Hollow Road in order for property owners and/or developers along this portion of Corral Hollow Road to

accurately assess the amount of land which they will be required to dedicate to the City, or that will need to be acquired by the City, in order to widen Corral Hollow Road pursuant to Tracy Municipal Code § 7.04.120.

Pursuant to the above-quoted provision of the Tracy Municipal Code and other applicable laws, certain properties with frontages along and having access to Corral Hollow Road will be subject to dedication requirements when such properties develop, provided the following circumstances exist:

1. That the properties require enhanced access to the system of public streets in order to allow development on such properties;

2. That there is a rough proportionality between the imposition of dedications for the construction of Corral Hollow Road and the impacts of any future development on such properties.

If the owner and/or developer of properties along Corral Hollow Road initiates development of their property before the City pursues acquisition of right-of-way within the established Precise Plan Line, then they will be required to dedicate and improve their frontage from back of the street curb up to the property line or ultimate planned right-of-way of Corral Hollow Road. Improvements shall include sidewalk/bike path and landscaping and associated features including fire hydrants.

If instead the City initiates the acquisition of right-of-way prior to the properties being developed, then the right-of-way acquisition and frontage improvement costs listed above will be incorporated into the infrastructure costs that must be paid by the property owner once the parcel comes forward for development.

STRATEGIC PLAN

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

FISCAL IMPACT

Approval of this agenda item has no fiscal impact to the City's General Fund.

RECOMMENDATION

It is recommended that the City Council conduct the public hearing and by resolution, adopt the Precise Plan Line (roadway alignment) for Corral Hollow Road from Parkside Drive to I-580 and amend the Roadway Master Plan accordingly.

Prepared by: Kul Sharma, Utilities Director

Reviewed by: Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS
Attachment A: Cooperative Agreement – Corral Hollow Road Widening
Attachment B: Corral Hollow Precise Plan Line

ATTACHMENT A

A-16-23
2/9/2016

Dated 7/27/15
~~A-15-~~
A-16-23

CITY-COUNTY COOPERATIVE AGREEMENT
FOR CORRAL HOLLOW ROAD WIDENING PROJECT
BETWEEN PARKSIDE DRIVE AND I-580 RAMP

THIS AGREEMENT is made and entered into this 9th day of Feb 2016, by and between the CITY OF TRACY, a Municipal Corporation to the State of California,(hereinafter "CITY") and the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, (hereinafter "COUNTY").

WITNESSETH

WHEREAS, CITY plans to undertake a project to widen Corral Hollow Road between Parkside Drive and I-580 Interchange, including a section in the unincorporated jurisdiction of COUNTY (hereinafter referred to as "Project"), as shown on Exhibit A attached; and

WHEREAS, CITY AND COUNTY acknowledge the need to implement the Project, while being sensitive to the needs of area residents, businesses, and property owners.

NOW, THEREFORE, it is mutually agreed by and between COUNTY and CITY as follows:

1. The Project includes, but is not limited to: environmental documentation, right-of-way acquisition using eminent domain, if necessary, utility relocations, design, and construction for the widening of Corral Hollow Rd between Parkside Dr. and I-580 Interchange.

2. The parties agree that CITY is the agency for the Project, responsible for all costs related to the Project, including, but not limited to, the preparation of the environmental documentation, all right-of-way acquisition (including the use of eminent domain, if needed), utility relocations, design, and construction of Project.

3. The COUNTY and CITY hereby agree that the real property identified on Exhibit A, attached hereto and made a part of this Agreement by this reference, is the real property located in the COUNTY'S jurisdiction needed for the Project. The COUNTY and CITY agree that acquisition of the property is necessary in order to exercise each entity's powers and duties under this Agreement. CITY agrees to provide COUNTY prior written notice of any real property anticipated to be taken through the eminent domain process.

4. COUNTY agrees to request the San Joaquin Council of Governments to re-program ~~federal Congestion Mitigation and Air Quality (CMAQ) grant funds awarded to COUNTY~~ for the Corral Hollow Road-Valpico Road intersection improvements to reflect CITY will construct these improvements as part of Project.

5. COUNTY shall forward traffic impact or other fair share contributions collected by COUNTY from development in the unincorporated areas fronting the Project limits to CITY upon CITY'S request, after award of construction contract. All such funds shall be utilized for Project construction. Any remaining funds shall be returned by CITY to COUNTY upon Project completion.

6. Tasks to be performed by the COUNTY shall specifically include, but not be limited to, the following:

    i) Provide information and consultation to CITY to facilitate environmental documentation, right-of-way acquisition, including eminent domain acquisitions, if necessary, utility relocations, design and construction within the unincorporated area of the County;
    ii) Approving legal plats and descriptions for the conversion of COUNTY-owned right of way to roadway purposes.
    iii) Technical assistance with drainage solutions; and,
    iv) Granting needed permits at no cost to CITY.

7. Both the COUNTY and CITY acknowledge and agree that each party will incur costs in completing the Project and agree to waive right to any repayment of reimbursement from the other for any and all cost incurred by the Project.

8. Both the CITY and COUNTY agree that the ultimate design must accommodate and respect both CITY's plan for Corral Hollow Rd. and COUNTY's plan for Corral Hollow Road.

9. CITY hereby represents and warrants that the letting of Project contracts and construction will be done pursuant to the laws of the State of California.

10. COUNTY shall not be liable or responsible for and the CITY hereby expressly promises to indemnify, defend and hold COUNTY harmless from any injury, damage or loss, suffered, sustained or claimed as a result of CITY's acts or omissions under this Agreement.

11. CITY shall not be liable or responsible for, and COUNTY hereby expressly promises to defend and hold CITY harmless from any injury, damage or loss, suffered, sustained or claimed as a result of COUNTY's acts or omissions under this Agreement.

12. After Completion of the Project, portions located in COUNTY will be maintained by CITY.

13. Upon award of Project contract by CITY, CITY will initiate annexation of COUNTY portions within Project limits.

14. CITY intends to annex portions of Project within COUNTY prior to CITY acceptance of Project.

15. During Project construction, COUNTY will delegate its authority for traffic control to CITY

Execution of the foregoing agreement has been authorized by Resolution No. R-16-23, duly passed by the Board of Supervisors of San Joaquin COUNTY on 2/9/16, and by Resolution No. 2015-201, duly passed by the CITY Council of the CITY of Tracy, State of California, on December 1, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CITY OF TRACY

MICHAEL MACIEL
Mayor

ATTEST:

NORA PIMENTEL
City Clerk

COUNTY OF SAN JOAQUIN,
Political subdivision of the
State of California

MOISES ZAPIEN
Chair, Board of Supervisors

ATTEST:

MIMI DUZENSKI, Clerk of
the Board of Supervisors

RECOMMENDED FOR APPROVAL:

KRIS BALAJI
Director of Public Works

APPROVED AS TO FORM:

DAN SODERGREN,
City Attorney

APPROVED AS TO FORM:

LAWRENCE P. MEYERS
Deputy County Counsel

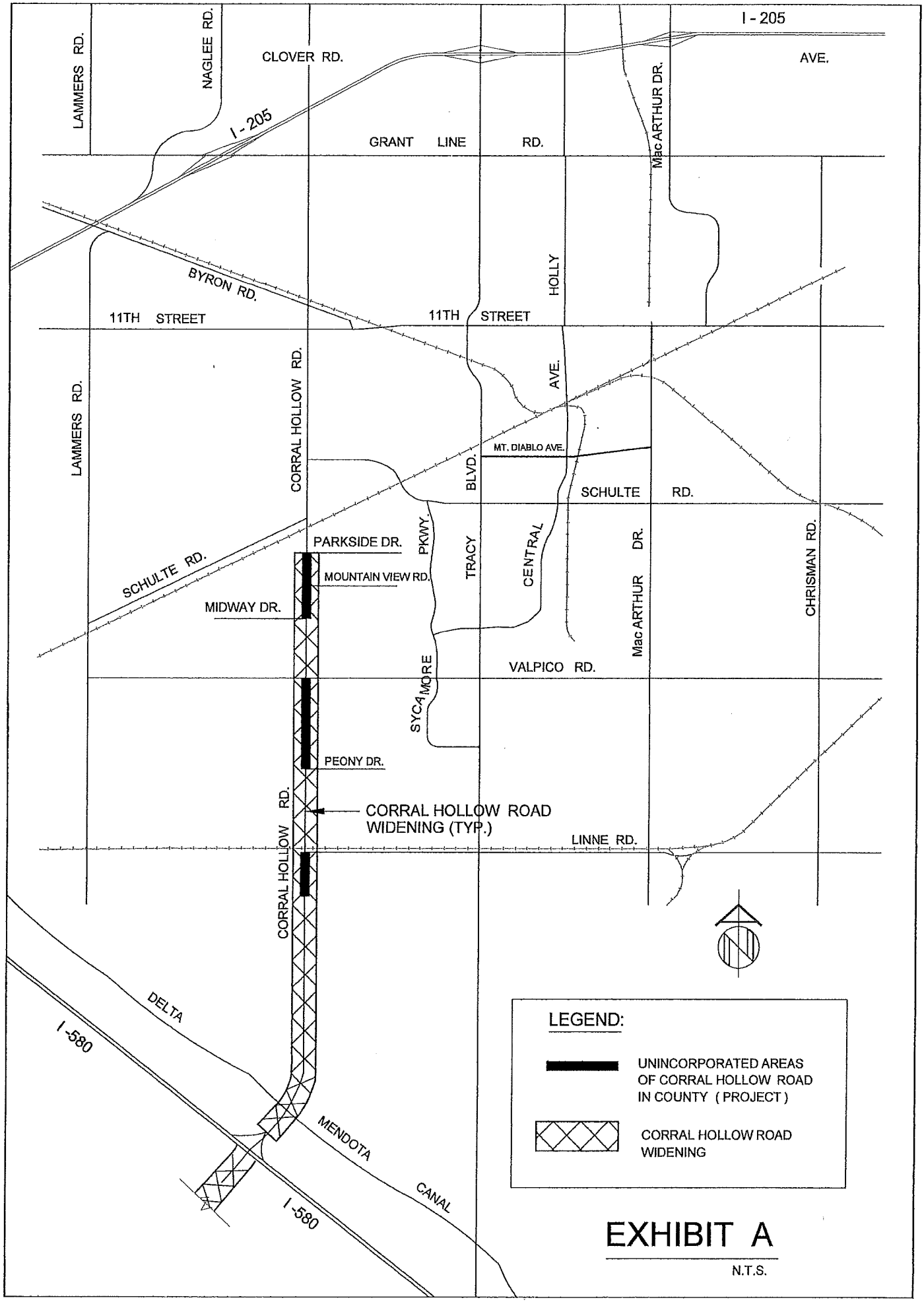


EXHIBIT A

N.T.S.

RESOLUTION 2015-201

APPROVING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF TRACY AND SAN JOAQUIN COUNTY FOR THE WIDENING OF CORRAL HOLLOW ROAD FROM PARKSIDE DRIVE TO THE I-580 RAMP AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City of Tracy Roadway Master Plan identifies the widening of Corral Hollow Road from Parkside Drive to I-580 for the effective circulation of traffic in this part of the City, and

WHEREAS, The project is an approved Capital Improvement project scheduled for construction in multiple phases due to the lack of available funding at any one time and that the majority of the funding will be coming from Development Impact Fees and the other sources including Measure K sales tax, state and federal grants, and

WHEREAS, The San Joaquin Council of Governments (SJCOG) has allocated a total of $17 million (M) ($13m from measure K and $4M from Regional Traffic Impact fees) toward completion of a portion of this project between Parkside Drive to Linne Road, and

WHEREAS, Portions of Corral Hollow Road are located within the County's jurisdiction, staff has been coordinating with the County and it residents who will be impacted by this project. Additional right of ways will be required from certain properties for the widening of Corral Hollow Road, and

WHEREAS, A total of three Public Meetings were held and staff met with some residents separately on a per request basis, and

WHEREAS, After addressing the majority of the concerns of the impacted residents, both City and County Staff worked together to finalize a cooperative agreement which allows the City to acquire the required right of ways, design and construct the improvements and enforce traffic during construction, and

WHEREAS, Additional agreements between the City and County may be needed to address additional long term traffic enforcement concerns of the County residents, and

WHEREAS, The cooperative agreement has been reviewed by both City and County attorneys and after approval of the agreement by City Council, the County Board of Supervisors will approve the agreement, and

WHEREAS, There is no fiscal impact to the City General Fund and the project is primarily funded from Measure K and RTIF Funds;

NOW, THEREFORE, BE IT RESOLVED, That the City Council approves the cooperative agreement between the City of Tracy and San Joaquin County for the Widening of Corral Hollow Road from Parkside Drive to the I-580 Ramp and Authroizes the Mayor to execute the agreement.

* * * * * * *

The foregoing Resolution 2015-201 was passed and adopted by the Tracy City Council on the 1st day of December, 2015, by the following vote:

AYES: COUNCIL MEMBERS: MITRACOS, RICKMAN, VARGAS, YOUNG, MACIEL

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR

ATTEST:

CITY CLERK

THE FOREGOING DOCUMENT IS CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

CITY CLERK, CITY OF TRACY

BY:

DATE: 12/14/15

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

R E S O L U T I O N

R-16-23

RESOLUTION PROVIDING FOR THE APPROVAL OF A COOPERATIVE AGREEMENT WITH THE CITY OF TRACY FOR THE CORRAL HOLLOW ROAD WIDENING PROJECT

_ _ _ _ _

WHEREAS, the City of Tracy (City) plans to undertake a project to widen Corral Hollow Road between Parkside Drive and Interstate 580 (hereinafter referred to as ("Project"), including sections in the unincorporated County; and,

WHEREAS, City and County acknowledge the need to implement the Project, while being sensitive to the needs of area residents, businesses, and property owners; and,

WHEREAS, City and County desire to implement a "revenue neutral" method for this Project, whereby mutual cooperation and assistance will replace fair-share funding calculation and payment.

NOW THEREFORE, BE IT RESOLVED by this Board of Supervisors that the Cooperative Agreement with the City of Tracy for the Corral Hollow Road Widening Project in the County of San Joaquin, be and is hereby approved.

BE IT FURTHER RESOLVED, the Chair of the Board of Supervisors is authorized and directed to execute the Cooperative Agreement with the City of Tracy on behalf of the County of San Joaquin.

PASSED AND ADOPTED 02/09/2016, by the following vote of the Board of Supervisors, to wit:

AYES: **Villapudua, Miller, Winn, Elliott, Zapien**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

ATTEST:

MIMI DUZENSKI
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By Mimi Duzenski

Moises Zapien

MOISES ZAPIEN
Chair of the Board of Supervisors
County of San Joaquin
State of California

TE-15K026-ME3

ATTACHMENT B

BASIS OF BEARINGS

THE LINE BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, TAKEN AS N44°38'35"W, IS THE BASIS OF BEARINGS FOR THIS MAP.

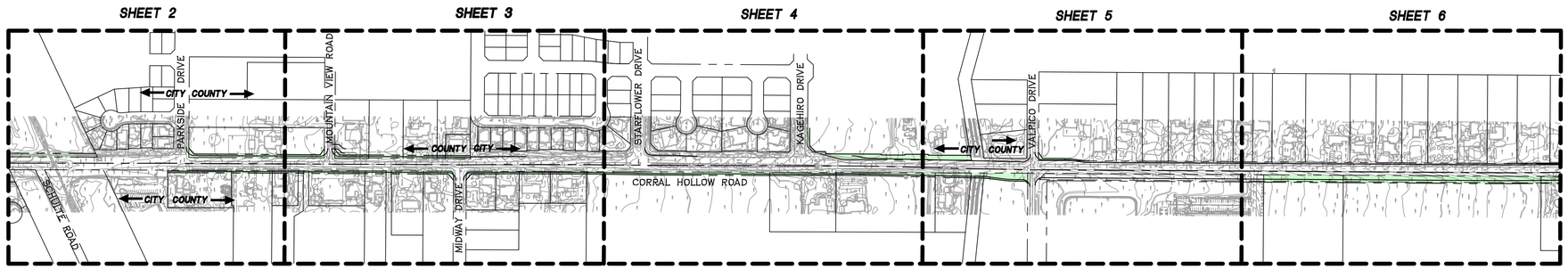
BASIS OF ELEVATIONS

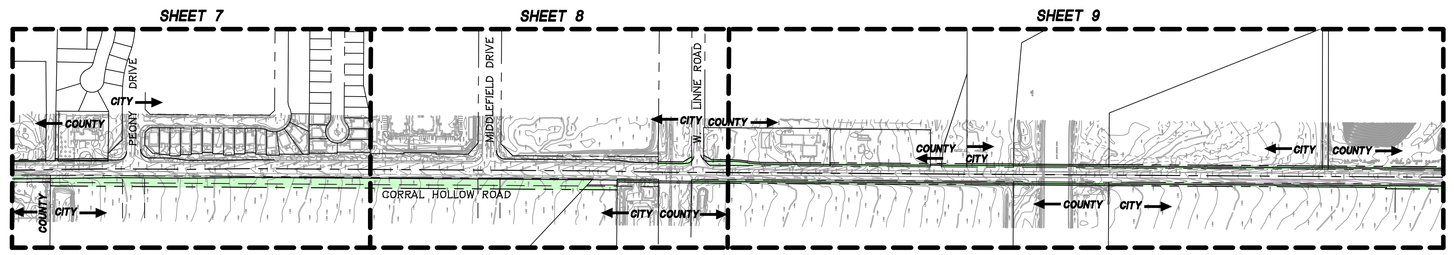
PER GEODETIC CONTROL NETWORK RECORD OF SURVEY FOR THE CITY OF TRACY, RECORDED BOOK 36 PAGE 118. THE ELEVATIONS SHOWN ARE IN TERMS OF NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BASED LOCALLY UPON ELEVATIONS FOR THE FOLLOWING BENCHMARKS AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY:

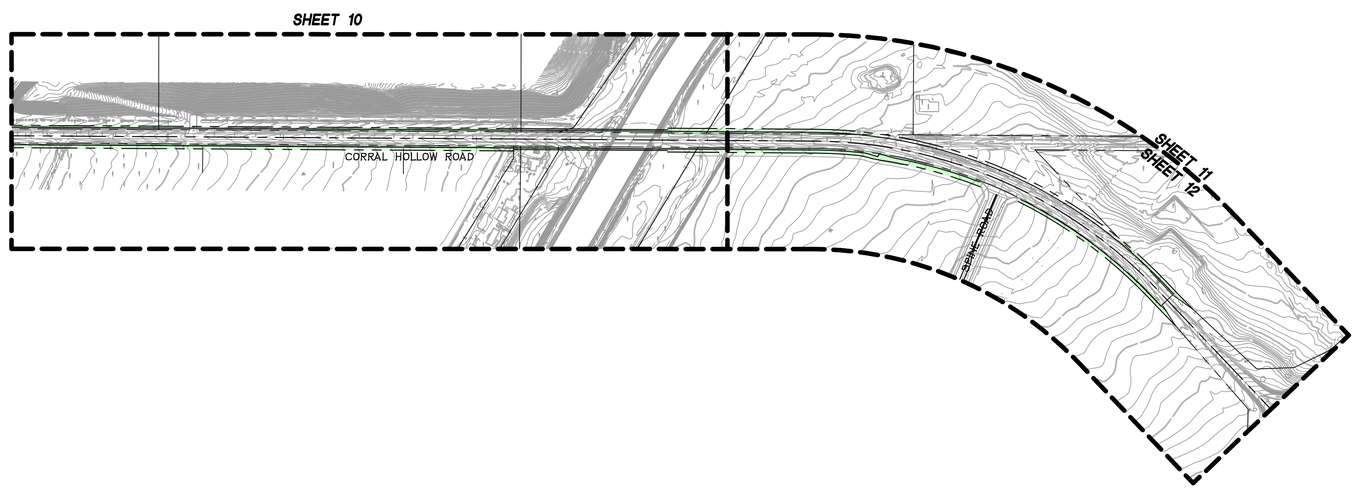
PT 3020 "H1041 1959" ELEVATION 27.25 FEET
PT 3022 "L1259 1974" ELEVATION 250.25 FEET
PT 3036 "P965 1963" ELEVATION 40.31 FEET
PT 3009 "BYRON 1946 RESET BM" ELEVATION 30.3 FEET

AERIAL TOPOGRAPHY

THE AERIAL TOPOGRAPHY AND PHOTOGRAPHY FOR THIS PLAN LINE STUDY WAS FLOWN ON DECEMBER 3, 2012 BY TETRA TECH.







NO SCALE

PLAN LINE STUDY
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

APPROVED BY:

KULDEEP SHARMA, DIRECTOR OF UTILITIES

DATE

NOTES:

1. *THIS PLAN LINE ALIGNMENT ESTABLISHES THE CENTERLINE OF THE ROAD ALIGNMENT. THE ESTABLISHED RIGHT OF WAY LIMITS (R/W TAKES) ARE AT CONCEPT LEVEL AND ARE SUBJECT TO CHANGE IN FINAL DESIGN FOR MINOR ADJUSTMENTS IF REQUIRED TO RECONCILE THE ACTUAL SITE CONDITIONS WITH RECORDED MAP CONDITIONS.*
2. *THIS ALIGNMENT AND RIGHT OF WAY LIMITS WERE DEVELOPED USING AVAILABLE RECORDED MAPS. NO TITLE WORK OR DEEDS WERE CONSIDERED TO DETERMINE OWNERSHIP OR EASEMENT RIGHTS FOR THE STUDY.*
3. *TURN LANE LENGTHS SHOWN HEREON ARE ESTIMATED. TRAFFIC STUDIES ARE REQUIRED PRIOR TO DEVELOPING CONSTRUCTION DOCUMENTS TO DETERMINE FINAL LENGTHS, NUMBER OF TURN LANES, ETC.*
4. *ADDITIONAL R/W TAKES WILL BE REQUIRED, BEYOND WHAT IS SHOWN ON THESE DRAWINGS, WHERE CORRAL HOLLOW ROAD INTERSECTS WITH THE SIDE STREETS TO ACCOMMODATES INTERSECTION IMPROVEMENTS.*
5. *DEDICATION OF ULTIMATE RIGHT-OF-WAY AND IMPROVEMENTS BEHIND THE STREET CURB BY FRONTAGE DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF TRACY ROADWAY MASTER PLAN AT THE TIME OF DEVELOPMENT.*
6. *IMPROVEMENTS BEHIND THE STREET CURB AND THE PROPERTY LINE SHOWN ON THESE PRECISE PLAN DRAWINGS ARE INTERIM AND SHOWN FOR CONNECTIVITY PURPOSES. ULTIMATE IMPROVEMENTS BEHIND THE STREET CURB UP TO THE PROPERTY LINE WITHIN THE CITY LIMIT WILL BE COMPLETED BY THE FRONTING DEVELOPMENTS IN ACCORDANCE WITH THE ROADWAY MASTER PLAN.*
7. *TEMPORARY CONSTRUCTION EASEMENTS (TCE) WILL STILL BE REQUIRED. EASEMENT "POP-OUTS" MAY ALSO BE REQUIRED FOR SIGNAGE, HYDRANTS, ETC.*
8. *WHERE "VARIES" IS NOTED ON R/W TAKES, THIS INDICATES EXISTING AND PROPOSED R/W ARE NOT PARALLEL.*

LEGEND

ADDITIONAL RIGHT-OF-WAY REQUIRED

PROPOSED	DESCRIPTION	EXISTING
	LOT LINE	
	RIGHT OF WAY (R/W)	
	INTERIM RIGHT OF WAY	
	ULTIMATE RIGHT OF WAY	
	CENTER LINE	
	RETAINING WALL	
	EASEMENT LINE	
	CURB & GUTTER	
	SIDEWALK	
	STREET LIGHT	
	FENCE	
	TREE	
	CONTOUR ELEVATIONS	130
	SPOT ELEVATION	×525.2
	STRIPED MEDIAN/ LEFT TURN LANES	

ABBREVIATIONS

ESMT	EASEMENT
EX	EXISTING
FS	FACE OF CURB
IRR	IRRIGATION
LS	LANDSCAPE
MIN	MINIMUM
R/W	RIGHT OF WAY
TYP	TYPICAL

SHEET INDEX

SHEET	DESCRIPTION
1	TITLE & INDEX SHEET
2	STATION 1+00 TO 16+00
3	STATION 16+00 TO 31+00
4	STATION 31+00 TO 46+00
5	STATION 46+00 TO 61+00
6	STATION 61+00 TO 76+00
7	STATION 76+00 TO 91+00
8	STATION 91+00 TO 106+00
9	STATION 106+00 TO 136+00
10	STATION 136+00 TO 166+00
11	STATION 166+00 TO END
12	STATION 166+00 TO END (PHASE 5B (GHC) BUILDOUT)

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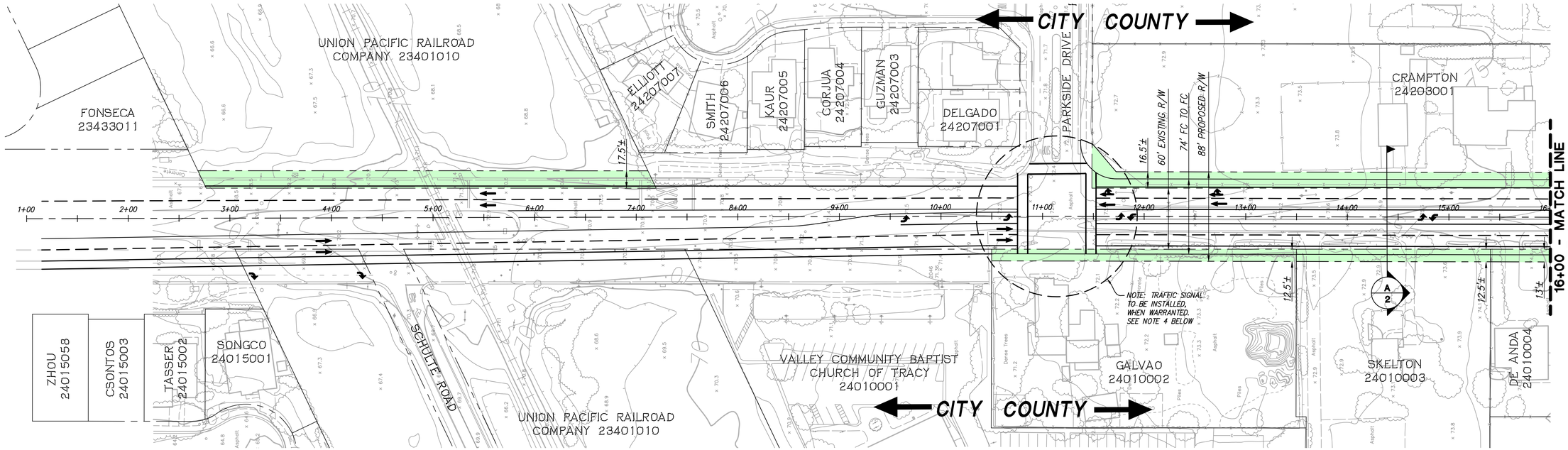

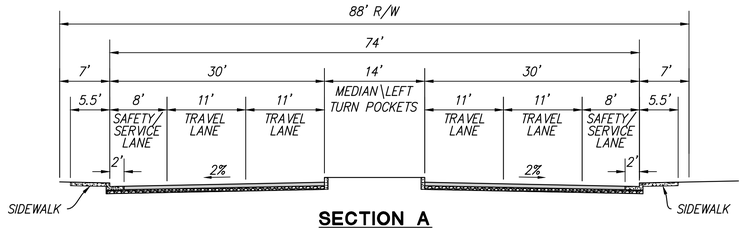

SECTION A
88' RIGHT-OF-WAY

NOT TO SCALE

NOTE:
1. MEDIAN/LEFT TURN POCKETS MAY BE RAISED OR STRIPED.

LEGEND

ADDITIONAL RIGHT-OF-WAY REQUIRED

NOTES:
1. THIS PLAN LINE ALIGNMENT ESTABLISHES THE CENTERLINE OF THE ROAD ALIGNMENT. THE ESTABLISHED RIGHT OF WAY LIMITS (R/W TAKES) ARE AT CONCEPT LEVEL AND ARE SUBJECT TO CHANGE IN FINAL DESIGN FOR MINOR ADJUSTMENTS IF REQUIRED TO RECONCILE THE ACTUAL SITE CONDITIONS WITH RECORDED MAP CONDITIONS.
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3. TURN LANE LENGTHS SHOWN HEREON ARE ESTIMATED. TRAFFIC STUDIES ARE REQUIRED PRIOR TO DEVELOPING CONSTRUCTION DOCUMENTS TO DETERMINE FINAL LENGTHS, NUMBER OF TURN LANES, ETC.
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5. DEDICATION OF ULTIMATE RIGHT-OF-WAY AND IMPROVEMENTS BEHIND THE STREET CURB BY FRONTAGE DEVELOPMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF TRACY ROADWAY MASTER PLAN AT THE TIME OF DEVELOPMENT.
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8. WHERE "VARIES" IS NOTED ON R/W TAKES, THIS INDICATES EXISTING AND PROPOSED R/W ARE NOT PARALLEL.

STATION 1+00 TO 16+00
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

N

0 50 100 150

1 inch = 50 ft.

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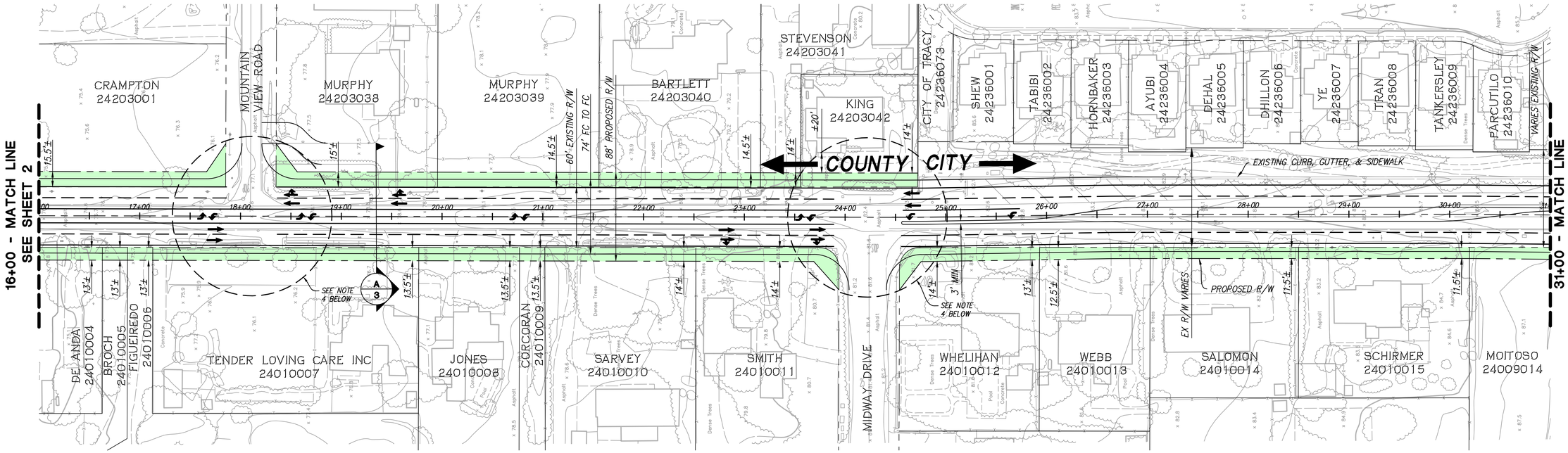

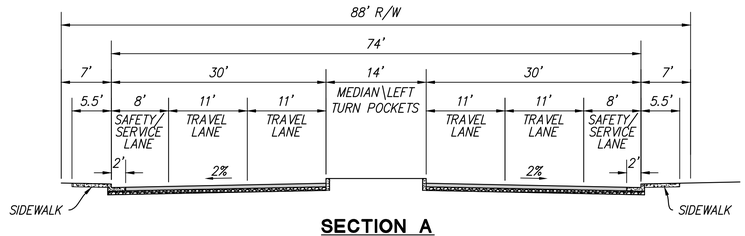

SECTION A
88' RIGHT-OF-WAY

NOT TO SCALE

NOTE:
1. MEDIAN/LEFT TURN POCKETS MAY BE RAISED OR STRIPED.

LEGEND

ADDITIONAL RIGHT-OF-WAY REQUIRED

NOTES:
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8. WHERE "VARIES" IS NOTED ON R/W TAKES, THIS INDICATES EXISTING AND PROPOSED R/W ARE NOT PARALLEL.

STATION 16+00 TO 31+00
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

0 50 100 150
1 inch = 50 ft.

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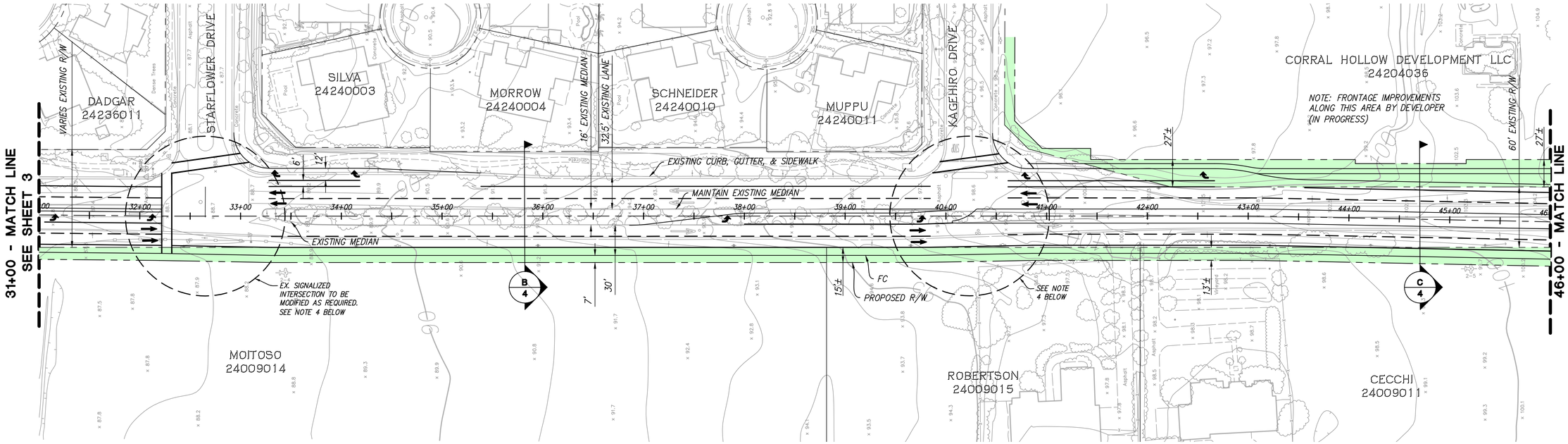
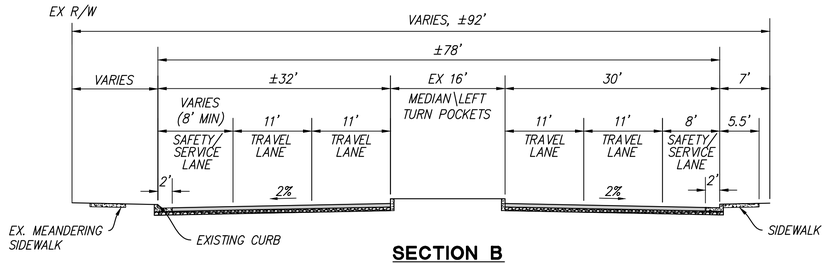
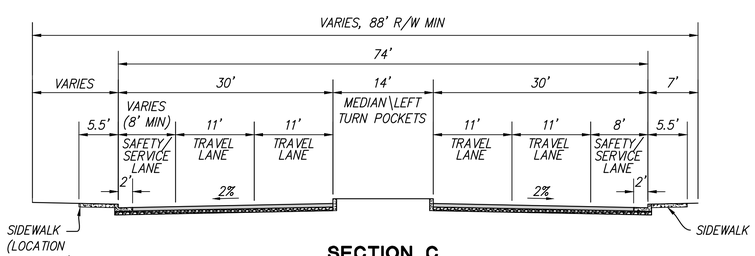




SECTION B
STARFLOWER DR TO KAGEHIRO DR
NOT TO SCALE



SECTION C
KAGEHIRO DR TO IRRIGATION DISTRICT CHANNEL
NOT TO SCALE

NOTE:
1. MEDIAN/LEFT TURN POCKETS MAY BE RAISED OR STRIPED.

LEGEND

ADDITIONAL RIGHT–OF–WAY REQUIRED

NOTES:
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STATION 31+00 TO 46+00
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

N

0 50 100 150
1 inch = 50 ft.

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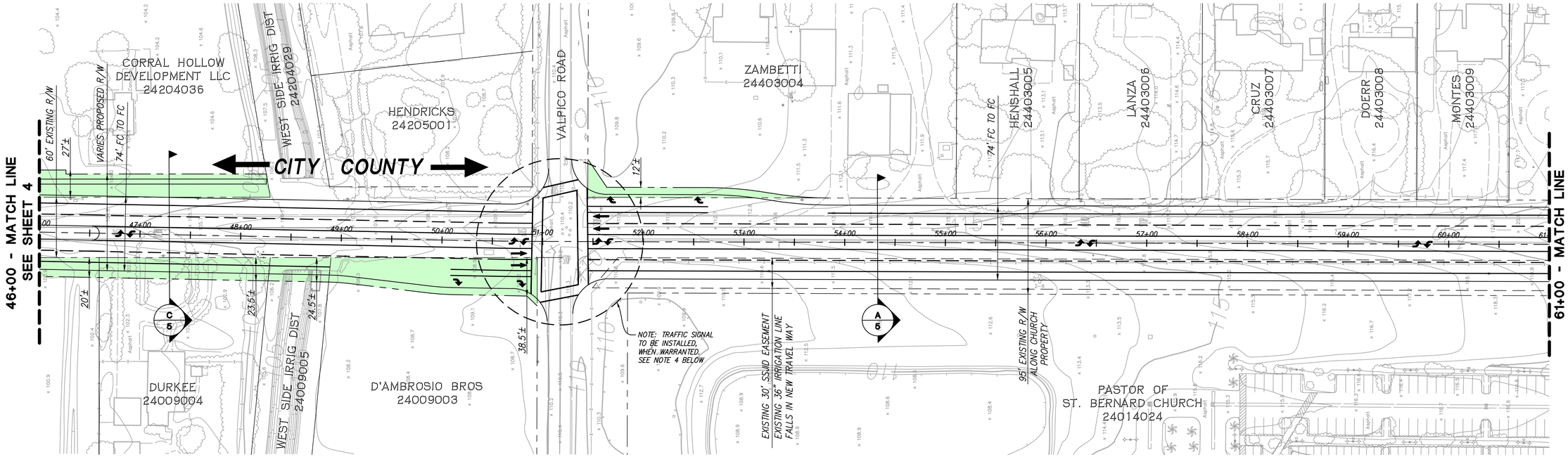
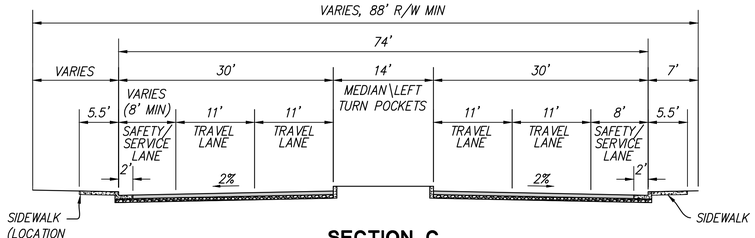




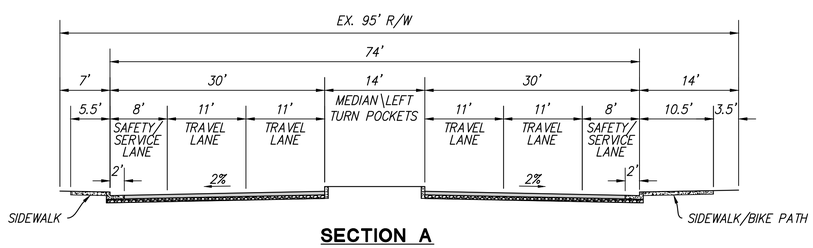
SECTION C

KAGEHIRO DR TO IRRIGATION DISTRICT CHANNEL

NOT TO SCALE

NOTE:

1. MEDIAN/LEFT TURN POCKETS MAY BE RAISED OR STRIPED.



SECTION A

95' RIGHT-OF-WAY

NOT TO SCALE

NOTE:

1. MEDIAN/LEFT TURN POCKETS MAY BE RAISED OR STRIPED.

LEGEND

ADDITIONAL RIGHT-OF-WAY REQUIRED

NOTES:

1. THIS PLAN LINE ALIGNMENT ESTABLISHES THE CENTERLINE OF THE ROAD ALIGNMENT. THE ESTABLISHED RIGHT OF WAY LIMITS (R/W TAKES) ARE AT CONCEPT LEVEL AND ARE SUBJECT TO CHANGE IN FINAL DESIGN FOR MINOR ADJUSTMENTS IF REQUIRED TO RECONCILE THE ACTUAL SITE CONDITIONS WITH RECORDED MAP CONDITIONS.
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STATION 46+00 TO 61+00

CORRAL HOLLOW ROAD

SAN JOAQUIN COUNTY, CALIFORNIA

N

0 50 100 150

1 inch = 50 ft.

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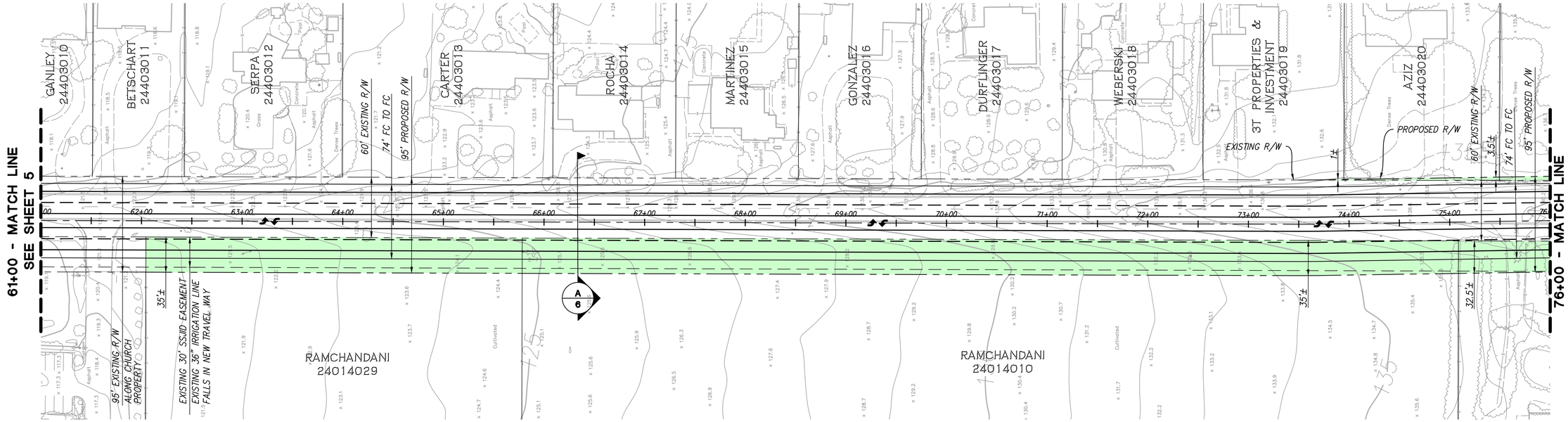

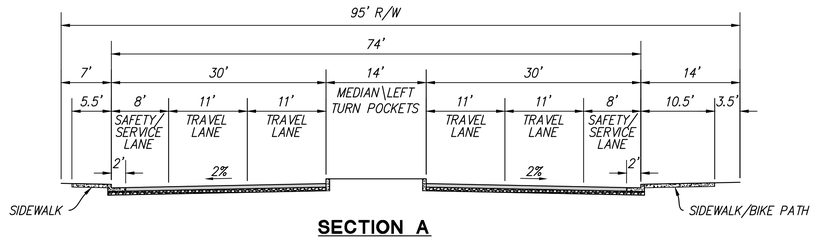

SECTION A
95' RIGHT-OF-WAY
NOT TO SCALE

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LEGEND

ADDITIONAL RIGHT-OF-WAY REQUIRED

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N

0 50 100 150

1 inch = 50 ft.

STATION 61+00 TO 76+00
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

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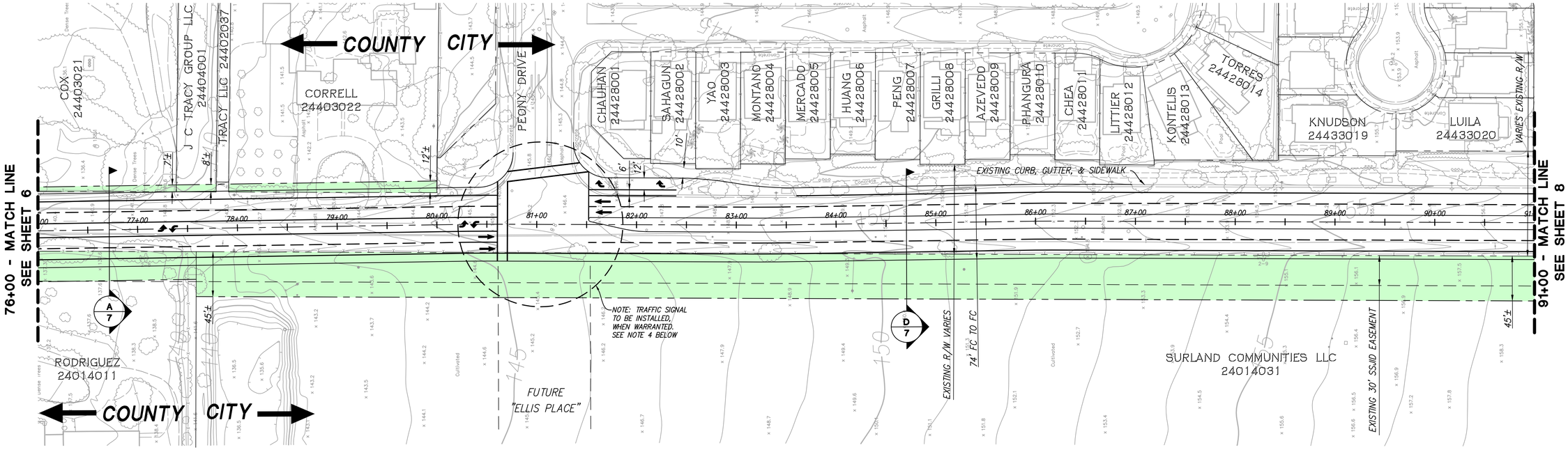
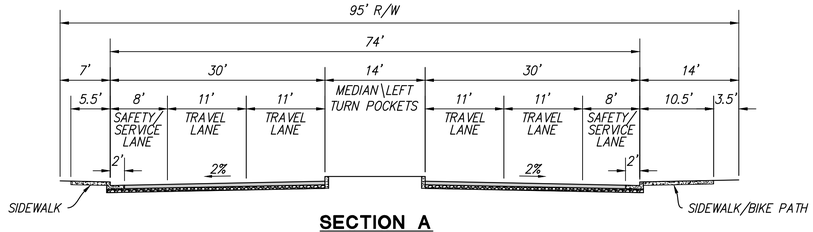
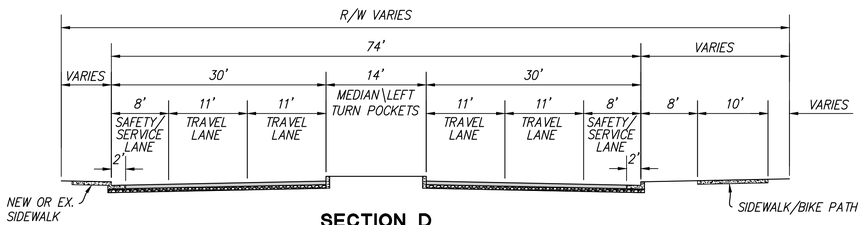




SECTION A
95' RIGHT-OF-WAY
NOT TO SCALE



SECTION D
SURLAND PROPERTY TO MIDDLEFIELD DR
NOT TO SCALE

NOTE:
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LEGEND

ADDITIONAL RIGHT-OF-WAY REQUIRED

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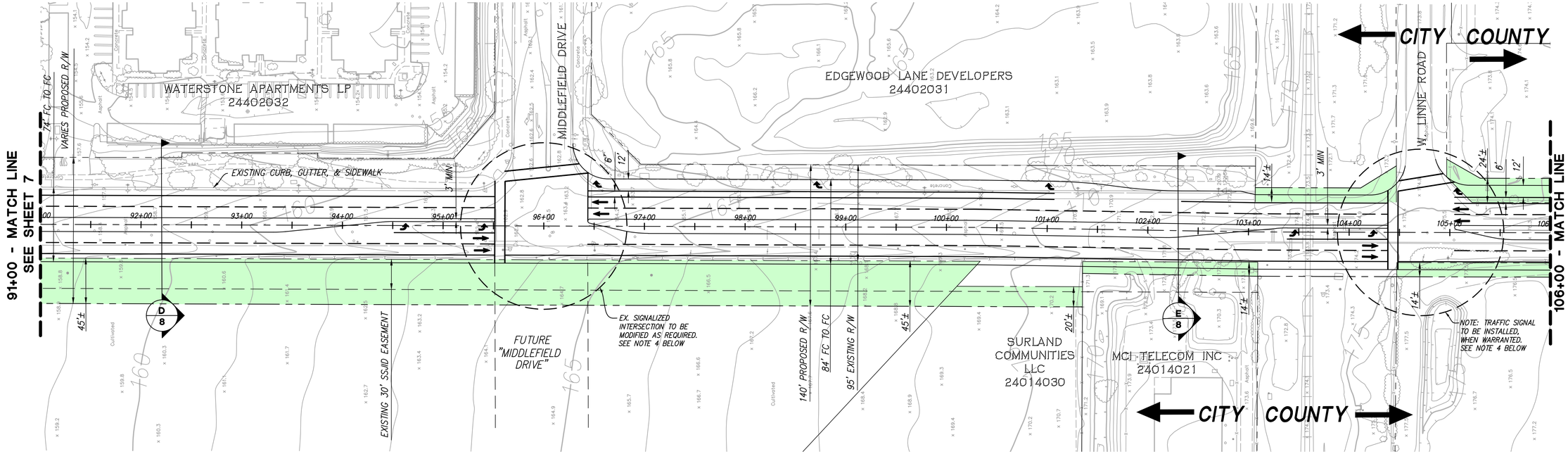
STATION 76+00 TO 91+00
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

N

0 50 100 150
1 inch = 50 ft.

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300



SECTION D
SURLAND PROPERTY TO MIDDLEFIELD DR
NOT TO SCALE

SECTION E
NOT TO SCALE

NOTE:
1. *MEDIAN/LEFT TURN POCKETS MAY BE RAISED OR STRIPED.*

LEGEND

ADDITIONAL RIGHT-OF-WAY REQUIRED

NOTES:
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STATION 91+00 TO 106+00
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

0 50 100 150
1 inch = 50 ft.

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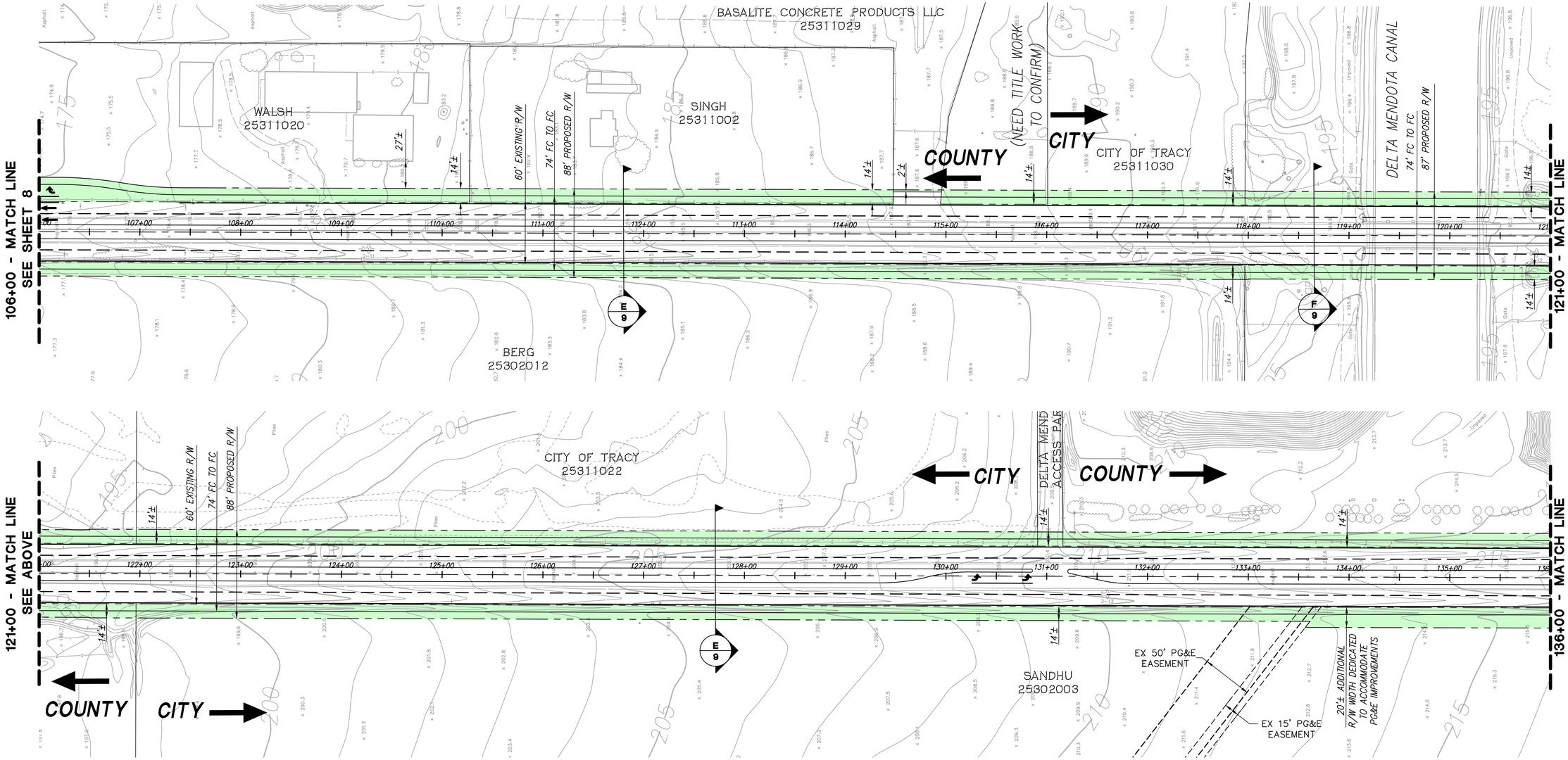
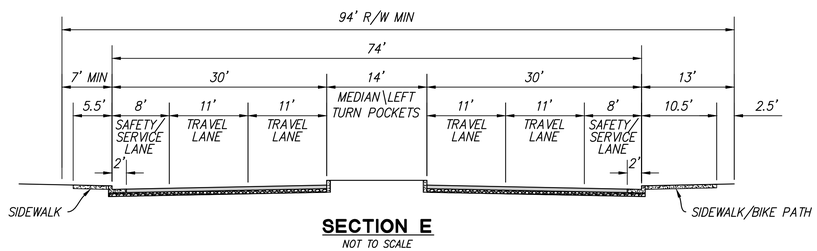
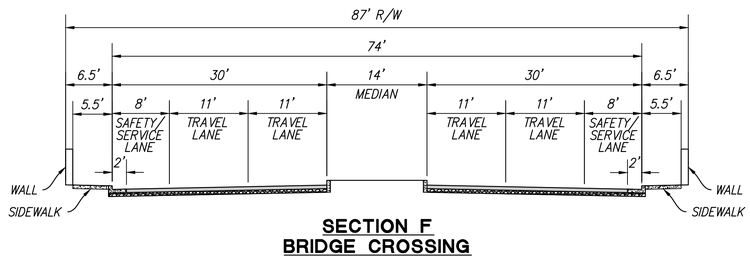




SECTION E
NOT TO SCALE



SECTION F
BRIDGE CROSSING
NOT TO SCALE

LEGEND

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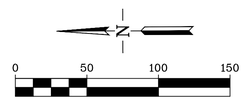

STATION 106+00 TO 136+00
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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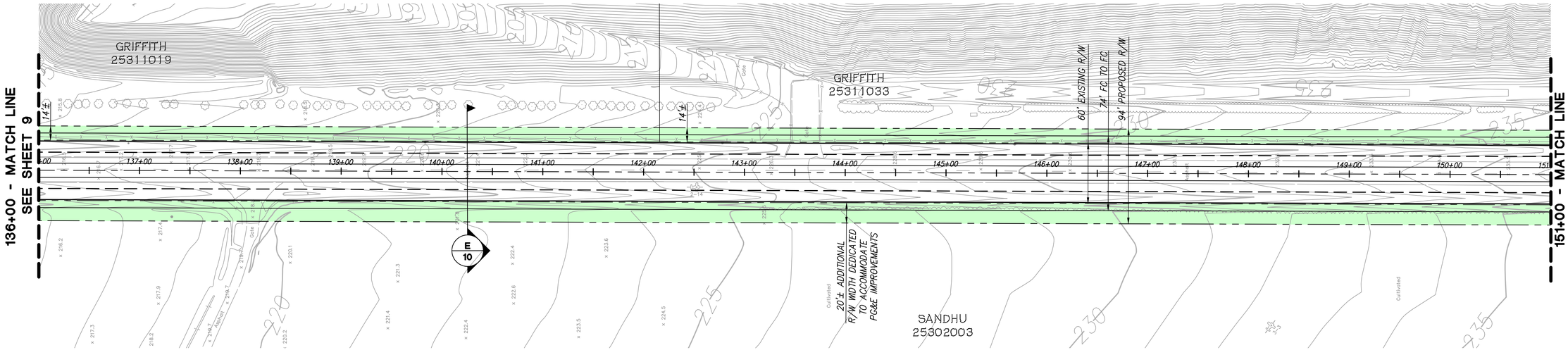
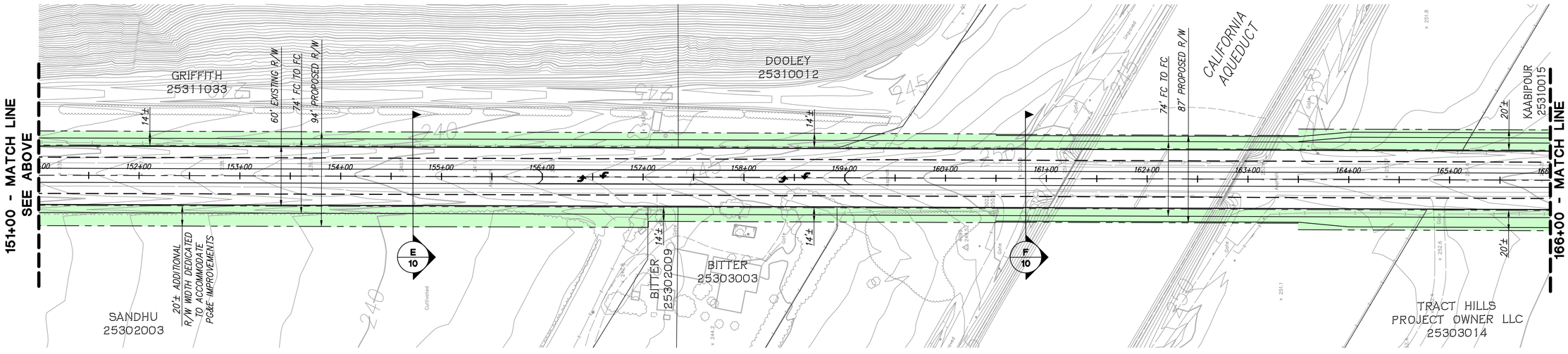
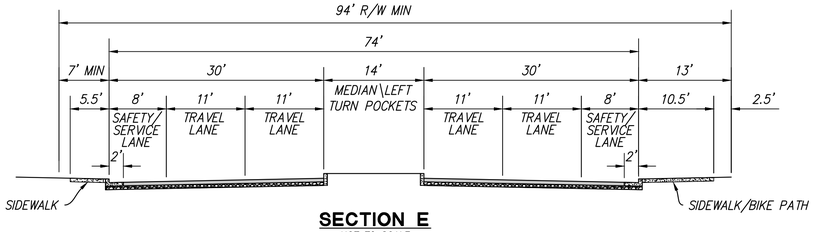
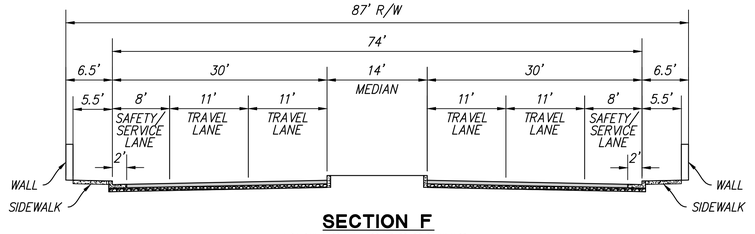






SECTION E
NOT TO SCALE



SECTION F
BRIDGE CROSSING
NOT TO SCALE

LEGEND

ADDITIONAL RIGHT-OF-WAY REQUIRED

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N

0 50 100 150

1 inch = 50 ft.

STATION 136+00 TO 166+00

CORRAL HOLLOW ROAD

SAN JOAQUIN COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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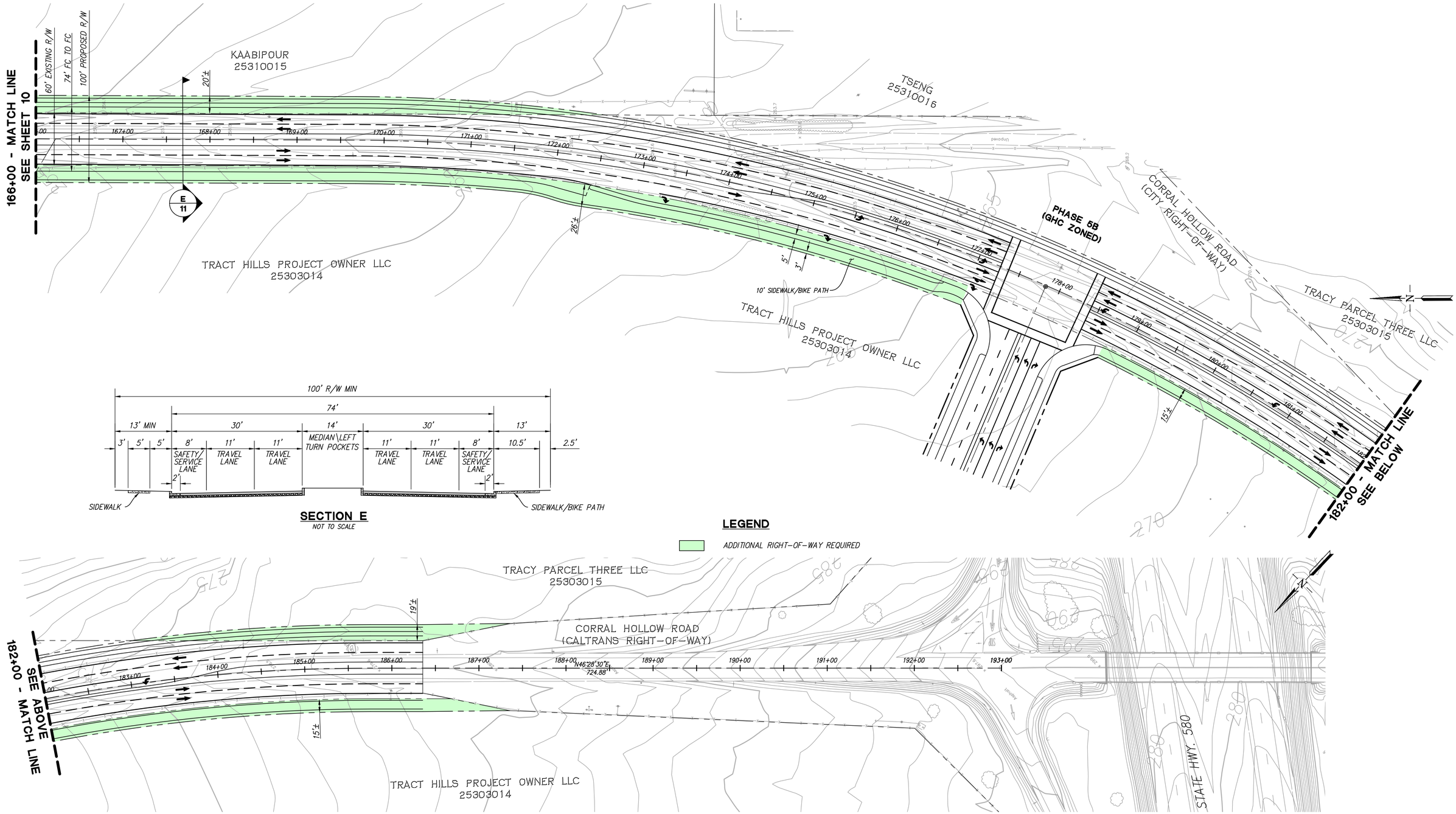

STATION 166+00 TO END
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

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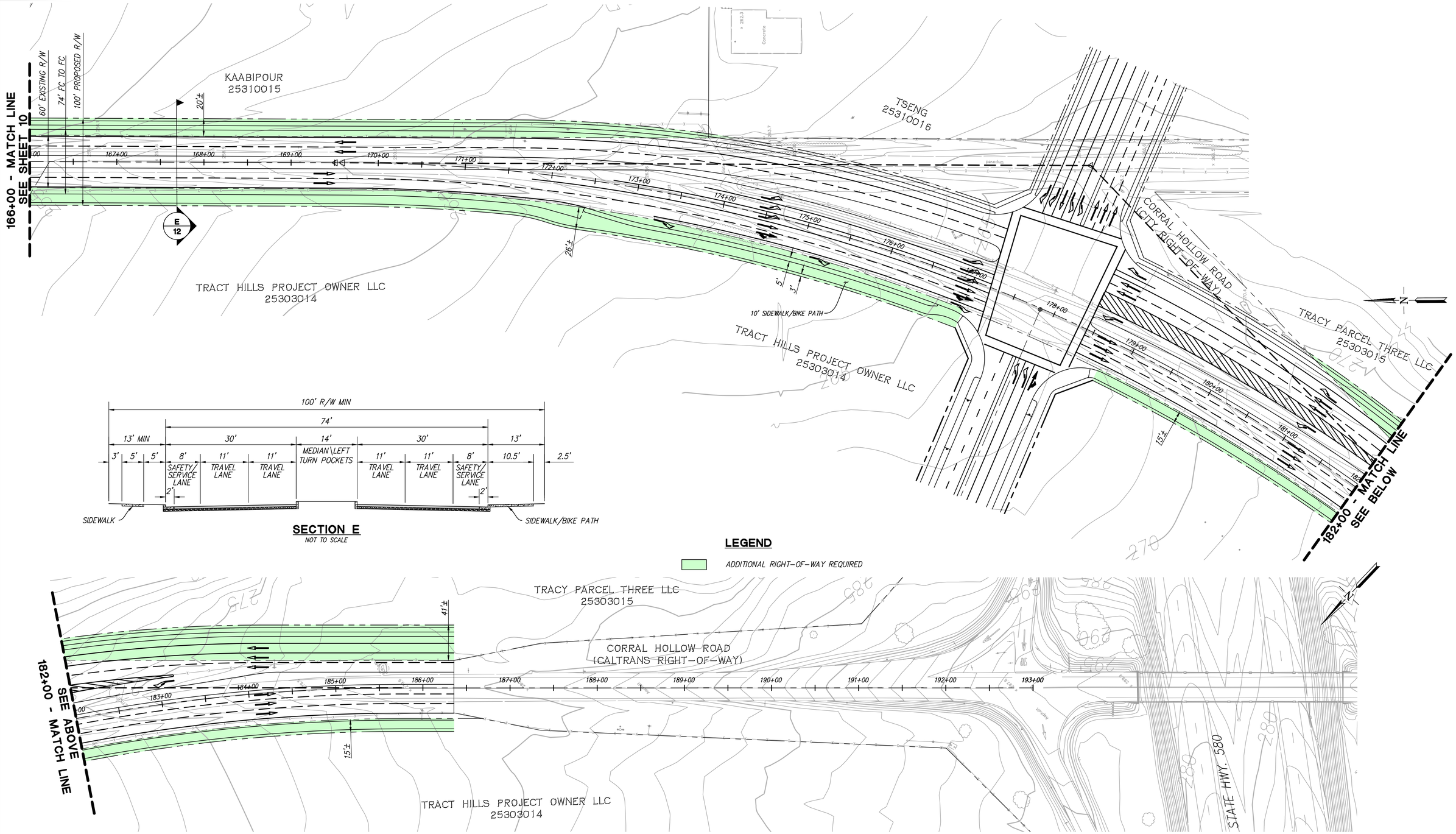
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: NOVEMBER 7, 2016 JOB NO. 121083 SHEET: 11 OF 12



SECTION E
NOT TO SCALE

LEGEND

ADDITIONAL RIGHT-OF-WAY REQUIRED

STATION 166+00 TO END
(PHASE 5B (GHC) BUILDOUT)
CORRAL HOLLOW ROAD
SAN JOAQUIN COUNTY, CALIFORNIA

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4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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RESOLUTION 2016_____

ADOPTING A PRECISE PLAN LINE (ROADWAY ALIGNMENT) FOR CORRAL HOLLOW ROAD FROM PARKSIDE DRIVE TO I-580 AND AMENDING THE ROADWAY MASTER PLAN ACCORDINGLY

WHEREAS, Corral Hollow Road from I-580 to Parkside Drive is a major arterial connecting the City's north-south corridor, and

WHEREAS, The City's Roadway Master Plan identifies widening Corral Hollow Road from I-580 to Parkside Drive, and

WHEREAS, With the development of the Ellis and Tracy Hills projects, widening of this portion of Corral Hollow Road is critical to move vehicular traffic to and from the northern and southern corridors of the City, and

WHEREAS, The Corral Hollow Road widening is divided into two phases; Phase 1 is from Parkside Drive to Linne Road and Phase 2 starts from Linne Road to I-580. Both phases are approved capital improvement projects with Phase 1 funded from Measure K sales tax and Roadway Master Plan development impact fees, and

WHEREAS, Phase I of the project is partially located within the jurisdiction of San Joaquin County, and

WHEREAS, The City is taking the lead in the right-of-way acquisition and construction in the County's jurisdiction in accordance with the agreement between the City and County executed on February 9, 2016, and

WHEREAS, It is necessary to adopt a Precise Plan Line for Corral Hollow Road in order for property owners and/or developers along this portion of Corral Hollow Road to accurately assess the amount of land which they will be required to dedicate to the City, or that will need to be acquired by the City, in order to widen Corral Hollow Road pursuant to Tracy Municipal Code § 7.04.120, and

WHEREAS, The Precise Plan Line for Corral Hollow Road widening is finalized and prepared by consultant Ruggeri-Jensen-Azar (RJA) after numerous meetings with the impacted property owners and San Joaquin County staff, and

WHEREAS, Pursuant to the above-quoted provision of the Tracy Municipal Code and other applicable laws, certain properties with frontages along and having access to Corral Hollow Road will be subject to dedication requirements when such properties develop, provided the following circumstances exist:

1. That the properties require enhanced access to the system of public streets in order to allow development on such properties;

2. That there is a rough proportionality between the imposition of dedications for the construction of Corral Hollow Road and the impacts of any future development on such properties.

WHEREAS, If the owner and/or developer of properties along Corral Hollow Road initiates development of their property before the City pursues acquisition of right-of-way within the established Plan Line, then they will be required to dedicate and improve their frontage from back of the street curb up to the property line or ultimate planned right-of-way of Corral Hollow Road. Improvements shall include sidewalk/bike path and landscaping including fire hydrants, and

WHEREAS, If instead the City initiates the full or partial acquisition of right-of-way prior to the properties being developed, then the right-of-way acquisition and frontage improvement costs within the acquired right of way listed above will be incorporated into the infrastructure costs that must be paid by the property owner once the parcel comes forward for development, however, the ultimate full dedication and improvements will be deferred until the properties develop, and

WHEREAS, There is no impact to the General Fund;

NOW, THEREFORE, BE IT RESOLVED, That City Council adopts the Precise Plan Line (alignment) for Corral Hollow Road, as reflected in the maps attached hereto as Exhibits A and B and amends the Roadway Master Plan accordingly.

* * * * * * *

The foregoing Resolution was adopted by the Tracy City Council on the 15th day of November, 2016, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

November 15, 2016

AGENDA ITEM 5

REQUEST

RECEIVE AND FILE THE PRESENTATION ON THE FIRST QUARTER OPERATING BUDGET REPORT FOR FISCAL YEAR 2016-17 AND APPROPRIATION OF $687,215 ($384,615 FROM THE GENERAL FUND, $180,212 FROM THE SPECIAL REVENUE FUNDS, $67,545 FROM THE ENTERPRISE FUNDS AND $54,843 FROM THE INTERSERVICE FUNDS) TO RESPECTIVE OPERATING BUDGETS

EXECUTIVE SUMMARY

The City has completed the first quarter of fiscal year FY 2016-17. This report summarizes the activities of the City's General Fund from July through September 2016. It is intended only to provide the Council and the public with an overview of the state of the City's general fiscal condition in the General Fund. The General Fund is the primary operating fund of the City and is used to account for most operating activities.

An appropriation in the amount of $687,215 ($384,615 from the General Fund, $180,212 from the Special Revenues Fund, $67,545 from the Enterprise Funds, $54,843 from the Interservice Funds) is being requested to compensate for the salary increases approved during the June 21, 2016 Council meeting for the Tracy Mid-Managers Bargaining Unit (TMMBU), the Technical and Support Services Unit (TSSU), and the Confidential Managers.

DISCUSSION

On June 7, 2016, the City adopted the FY 2016-17 financial plan which included $50.8 million in revenue and $54.6 million in expenditures. This resulted in a structural deficit of $3.8 million which required a transfer-in from Measure E funds to the Public Works, Police and Fire Departments to close the gap. This budget incorporated the following assumptions:

- Measure E expiration - March of 2016
- Sales Tax decrease of 1%
- Property Tax decrease of 1%
- Budget Savings $1 million

GENERAL FUND REVENUES

GENERAL FUND	FY 2015/2016			FY 2016/2017		
	Adopted Budget	1st Quarter	% Received	Adopted Budget	1st Quarter	% Received
Property Tax	$18,239,650	$122,468	1%	$19,172,900	$75,291	0.4%
Sales Tax	17,282,600	1,943,628	11%	17,704,000	2,290,812	13%
Current Charges	4,425,360	135,509	3%	4,253,700	935,703	22%
Measure E	6,314,900	1,338,281	21%	0	0	0%
Licenses & Fees	2,835,600	548,962	19%	2,968,400	389,837	13%
Other Taxes	2,455,000	777,594	32%	2,944,728	682,924	23%
Other Revenue	1,199,800	549,253	46%	1,152,800	211,689	18%
Intergovernmental	1,235,920	219,230	18%	1,315,370	380,195	29%
Community Benefit	1,250,000			1,250,000	0	0%
Transfer In - Measure E				3,784,172	3,784,172	100%
TOTAL	$55,238,830	$5,634,925	10%	$54,546,070	$8,750,621	16%

Overall, the revenues reflected are on target based on payment schedules and past trends for the first quarter of the fiscal year. With the expiration of Measure "E", the City continues to identify additional revenue sources. As of the end of the 1st quarter of FY 2016-17, revenue is anticipated to come in as budgeted.

- *Property Tax* – The majority of the City's property taxes are received in December and April. It is expected that this revenue category will be on target.
- *Sales Tax* – This quarter's revenue is higher than previous year's and is trending a little higher than budgeted. Sales Tax is received monthly, with a 3 month lag. Sales Tax is very sensitive to market fluctuations and seasonal spending. Due to the variability of Sales Tax, the City forecasts this revenue category will be on target, with further evaluation as the year progresses.
- *Current Charges* – Charges for service including recreation fees, building and facility rentals, and use charges. This revenue category is highly seasonal and is expected to stay on target.
- *Measure E* – This revenue expired in March of 2016
- *Licenses and Fees* – This revenue category consists of Franchise Fees, Business License Fees, and Animal License Fees. It's trending lower than last year's first quarter but is expected to stay on target.
- *Other Taxes* – This revenue category consists of Business License Tax, Real Property Transfer Tax and Transient Lodging Tax. The first quarter's receipts are trending lower than last fiscal year, and lower as a percentage of the budget. The City will continue to monitor collections as the year progresses.
- *Other Revenue* - This is the miscellaneous category for revenues. It includes fines and forfeitures, use of monies and property, the sale of property, contributions, refunds, and other income not classified elsewhere.
- *Intergovernmental Revenue* – The revenue category includes grants, subventions, and reimbursements from other government entities. This revenue category can fluctuate greatly dependent on available grants and subventions.
- *Community Benefit* – This is a four year repayment for the $5 million advance for Legacy Fields.
- *Transfer In – Measure E* – This is a transfer in from reserves to balance the FY 2016-17 budget.

GENERAL FUND EXPENDITURES BY DEPARTMENT

GENERAL FUND	FY 2015/16			FY 2016/17			
Expenses By Department	Adopted Budget	1st Quarter	% Expended	Adopted Budget	Revised Budget	1st Quarter	% Expended
Police	$24,131,970	$6,052,093	25%	$24,039,040	$24,039,040	$5,813,274	24%
Fire	9,461,780	2,496,399	26%	10,348,900	10,377,054	2,943,077	28%
Public Works	4,263,410	1,031,067	24%	4,169,030	4,207,470	936,262	22%
Utilities	154,510	247,725	160%	547,910	547,910	99,333	18%
Development Services	678,200	56,856	8%	659,390	710,725	185,364	26%
Economic Development	688,890	156,964	23%	666,230	666,230	195,495	29%
Parks & Recreation				2,728,610	2,777,302	861,592	31%
General Government	2,786,330	775,173	28%	3,258,020	3,302,840	648,136	20%
Recreation & Cultural Arts	3,749,630	983,943	26%	1,779,960	1,779,960	221,968	12%
Administrative Services	3,568,780	1,171,232	33%	3,924,490	4,147,430	993,419	24%
Non-Departmental	-84,470	-375,216	433%	-63,910	-63,910	-452,974	709%
Salary Savings	-1,000,000	0	0%	-1,000,000	-1,000,000	0	0%
Capital Projects	0	0	0%	2,000,000	2,000,000	0	0%
Debt Services	1,222,020	0	0%	1,238,400	1,238,400	0	0%
Transfer to Community Development	699,130	0	0%	250,000	250,000	0	0%
TOTAL	$50,320,180	$12,596,236	25%	$54,546,070	$54,980,451	$12,444,946	23%

The FY 2016-17 City budget was adopted on June 7, 2016. Since then Council has authorized appropriations to the FY 2016-17 necessitating a Revised Budget. Appropriations authorized during the 1st quarter of the FY 2016-17 include:

- Department Head salary increases in the amount of $232K
- Two New Accountant positions in the amount of $151K
- Maze & Associates Accounting Corporation amendment in the amount of $34K
- Training and education opportunities for the Parks and Community and Planning Commission in the amount of $18K

With 25% of the year completed, expenses are averaging as anticipated. Variances or anomalies are discussed below:

- *Departments*- Overages by departments are related to salary increases. On June 21, 2016, a Side Letter authorizing an amendment to the Tracy Mid-Managers Bargaining Unit (TMMBU) Memorandum of Understanding (MOU), the Technical and Support Services Unit (TSSU) MOU, and the Confidential Managers MOU was adopted. The Side Letter proposing an increase in pay was presented after the adoption of the FY 2016-17 budget. A budget appropriation in the amount of $687,215 ($384,615 from the General Fund, $180,212 from the Special Revenues Fund, $67,545 from the Enterprise Funds, $54,843 from the Interservice Funds) is being requested to cover the costs of the salary increases for these bargaining units. Once the appropriation is made to account for the approved salary increases, this overage should no longer exist.
- *Non-Departmental Group* – This expense group consists of equipment replacement (positive) and indirect cost reimbursements (negative). As equipment is purchased, this account will track closer to budget.
- *Salary Savings* – This quantifies the expense savings of employee turnover and temporary vacancies. Because the City cannot accurately forecast where the savings will occur, this is shown as a separate line item.
- *Debt Service* – General Fund debt service obligations are presented in this line item.
- *Transfer to Community Development* – This fund subsidizes Community Development services in the event forecasted revenues are not realized.

EXPENDITURES BY TYPE

GENERAL FUND	FY 2015/2016			FY 2016/2017		
Expenditure Type	Adopted Budget	1st Quarter	% Expended	Revised Budget	1st Quarter	% Expended
Salary & Benefits	$31,486,896	$8,233,583	26%	$36,863,761	$9,341,807	25%
Services	10,229,828	2,848,491	28%	11,993,855	2,553,839	21%
Commodities	1,410,000	281,641	20%	1,192,408	181,231	15%
Other Payments	989,376	202,297	20%	1,046,290	225,004	22%
Capital Outlays	498,009	82,352	17%	353,165	11,094	3%
Transfers & Reserves	3,784,851	947,870	25%	1,042,573	131,973	13%
Salary Savings	-1,000,000	0	0%	-1,000,000	0	0%
Capital Projects	0	0	0%	2,000,000	0	0%
Debt Services	1,222,020	0	0%	1,238,400	0	0%
Transfer to Community Development	699,130	0	0%	250,000	0	0%
TOTAL	$48,398,960	$12,596,234	26%	$54,980,451	$12,444,946	23%

- *Salary and Benefits* – These comprise 70% of the City's expenses. With 25% of the year elapsed, Salary and Benefits seem to be on target, however, an appropriation to compensate for the Side Letter salary increases is needed to stay on target.
- *Services* – These are expenditures for service rendered in support of City operations and activities by internal and external parties, such as telephone, internet, postage, repairs, outside consulting services and internal service charges (ISC).
- *Commodities* – Commodities are expenditures for goods and materials rendered in support of City operations and activities, such as office supplies, small equipment, safety equipment and lab supplies.
- *Other Payments* – This is a miscellaneous category that consists of taxes and assessments, refunds, and subventions.
- *Capital Outlays* - This category includes street, ground and building improvements.
- *Transfers and Reserves* – This includes transfers from other funds (negative) and transfers to reserves (positive)

A 5-year forecast was performed at the end of first quarter FY 2016-17. It is estimated the Contingency Reserves will stay above the 20% threshold at end of FY 2021-22.

1ST QUARTER GENERAL FUND CONSULTANTS

The following table is in response to Council's request for a quarterly report identifying staff signage authority for services using General Fund monies. Under city policy, staff has authority to execute agreements with a not to exceed amount of $50,000. The City contracts for services with various consultants to provide the desired skills and expertise to meet the needs of the Tracy community. During the first quarter of FY 2016-17, 72 service contracts were executed at not to exceed amounts of $50,000 or less for each contract. This equates to a total of $500,214 for all 72 contracts.

FY 2016/17 1st Quarter - City of Tracy General Fund Consultant List				
Department	**Agreement Execution Date**	**Consultant Name**	**Description of Services**	**Compensation Not To Exceed Amount**
Police	September, 2016	Simpson Investigative Services Group	Conducts comprehensive pre-employment background investigations for the Tracy Police Department on candidates that are being considered for sworn and non-sworn positions within the department.	$50,000
PARKS & REC	July - September 2016	Various (23)	Recreation Classes	$40,240 ($90 to $6,000)
PARKS & REC	August, 2016	Various (3)	Recreation - Communtiy Events Blues, Brews & BBQ: Performance	$4,650 ($1,200 to $2,250)
PARKS & REC	July 27, 2016	Hunter Research, Inc. - Darren Hunter	Recreation - Athletics Junior Warriors Basketball Program	$11,200
Fire	September 16, 2016	Kronick Moskovitz Tiedemann & Girard	Provide legal services in connection with San Joaquin County EMS Agency fire dispatch issues.	$10,000
CMO/Cultural Arts Division	July - September 2016	Various (6)	Arts Education - Senior Tuesdays at the Grand	$2,600 ($100 to $500)
CMO/Cultural Arts Division	July - September 2016	Various (22)	Arts Education Classes	$99,750 ($250 to $10,000)
CMO/Cultural Arts Division	July 20, 2016	Randy McMillan	Barcode performance at Tracy Arts & Cultural Fesival /July 30, 2016	$667
CMO/Cultural Arts Division	July 13, 2016	Jon Tyner / Rumors Production Company, Inc.	Country Crush performance at Tracy Arts & Cultural Fesival / July 30, 2016	$600
CMO/Cultural Arts Division	July 1, 2016.	Carolyn Lord	Exhibitions Program - Feature Exhibition: Local Presence – Paintings by Carolyn Lord, August 26th – October 15th, 2016	$800
CMO/Cultural Arts Division	September 21, 2016	DMH Enterprises, David M. Hewitt	Queen Nation performance at the Grand Theatre / November 10, 2016	$4,000

CMO/Cultural Arts Division	July 11, 2016	Alexander Riddle	Zamico performance at Tracy Arts & Cultural Fesival / July 30, 2016	$667
ASD/HR	August 4, 2016	Kenneth R. Hargis	Develop and administer a job related examination for classification of Sergeant for Tracy Police Department	$12,750
ASD/HR	August 24, 2016	Bertrand, Fox, Elliot, Osman & Wenzel	Legal counsel/advise on employment related issues	$25,000
ASD/HR	August 29, 2016	KP Research Services, Inc.	Pre-employment background investigations for Fire Department	$6,500
ASD/HR	September 29,2016	Donnoe & Associates Inc.	Develop and administer assessment for Battalion Chief	$9,500
CAO	July 12, 2016	Judith A. Robbins	Consultant shall perform legal services as directed by the City Attorney	$50,000
CAO	September 1, 2016	Libow & Wellman Municipal Law	Consultant shall provide legal services including, but not limited to, labor and employment issues and cases, investigations and training, police department advice and prosecution of cases, conflict counsel, hearing officer duties, litigation and advice	$50,000
CAO	September 2, 2016	Jarvis, Fay, Doporto & Gibson, LLP	Consultant shall provide legal services to the City on an as-needed basis, as requested in writing from time to time by the City Attorney.	Amended to $50,000
DS/Econ Dev.	July 1, 2016	Boyd & Associates, LLC	Retail recruitment consultant services	$30,000
DS/Econ Dev.	September 26, 2016	Pennino Management Group	Grant research, application and funding	$25,000
DS/Engineering	September 8, 2016	Kimley-Horn & Associates, Inc.	Write complete ATP Grant application for the Lowell Avenue Sidewalk Construction project	$4,890
DS/Planning	August 18, 2016	De Novo Planning Group	Prepare CEQA documentation for the I-205 Overlay Zone project	$11,400

STRATEGIC PLAN

This staff report addresses objective 2b of the Governance Strategy – Present quarterly fiscal updates to City Council.

FISCAL IMPACT

An appropriation for respective operating budgets in the amount of $687,215 ($384,615 from the General Fund, $180,212 from the Special Revenues Fund, $67,545 from the Enterprise Funds, $54,843 from the Interservice Funds) for FY 2016-17 is being requested to compensate for salary increases submitted and approved by Council on June 21, 2016. Future year expenses will be incorporated into respective operating budgets.

RECOMMENDATION

It is recommended that the City Council receive and file the presentation on the first quarter operating budget report and authorize appropriations in the amount of $687,215 ($384,615 from the General Fund, $180,212 from the Special Revenues Fund, $67,545 from the Enterprise Funds, $54,843 from the Interservice Funds) to respective operating budgets.

Prepared by: Martha Garcia, Interim Administrative Services Director

Reviewed by: Ed Lovell, Acting Assistant to the City Manager

Approved by: Troy Brown, City Manager

RESOLUTION 2016-_____

APPROPRATING $687,215 ($384,615 FROM THE GENERAL FUND, $180,212 FROM THE SPECIAL REVENUE FUNDS, $67,545 FROM THE ENTERPRISE FUNDS AND $54,843 FROM THE INTERSERVICE FUNDS) TO RESPECTIVE OPERATING BUDGETS

WHEREAS, On June 21, 2016, Council approved a Side Letter authorizing an Amendment to the Tracy Mid-Managers Bargaining Unit (TMMBU) Memorandum Of Understanding (MOU), the Technical and Support Services Unit (TSSU) MOU, and the Confidential Managers MOU, and

WHEREAS, The Amendment authorized an increase in salary for the three bargaining units, and

WHEREAS, Due to timing, the Side Letter proposing an increase in salary pay was presented after the adoption of the FY 2016-17 City operating budget, and

WHEREAS, It is estimated that the additional costs needed for FY 2016-17 for the salary increases is $687,215, and

NOW, THEREFORE, BE IT RESOLVED, That the City Council appropriates the amount of $687,215 ($384,615 from the General Fund, $180,212 from the Special Revenues Fund, $67,545 from the Enterprise Funds, $54,843 from the Interservice Funds) to respective operating budgets.

****

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 15th day of November 2016, by the following vote:

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

_____
MAYOR

ATTEST:

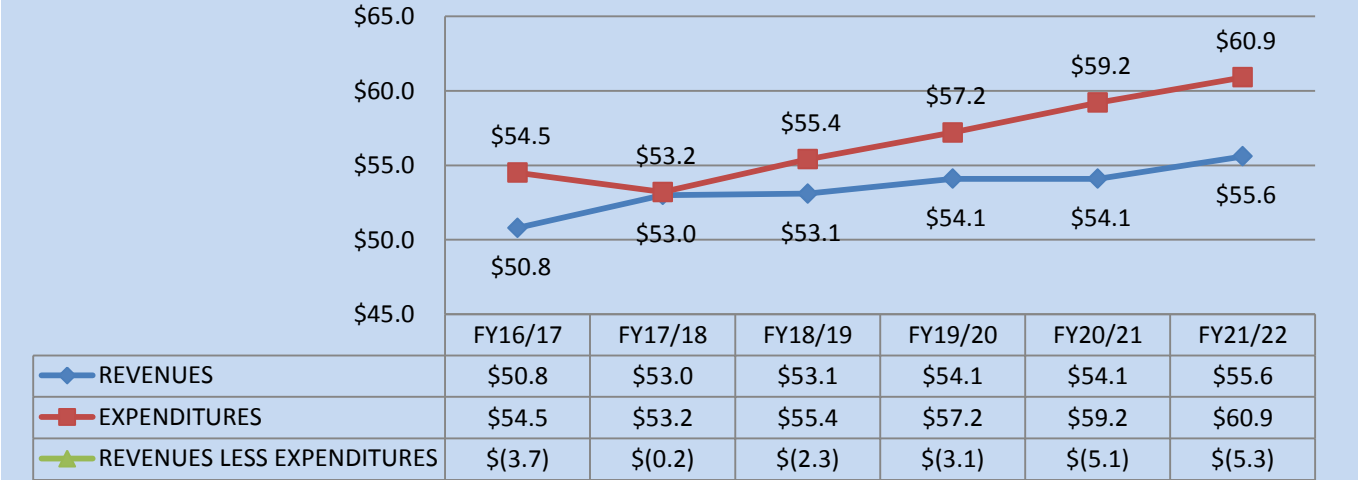
_____
CITY CLERK

5-Year Forecast

First Quarter FY 2016-17

5-Year Forecast (June 2016)

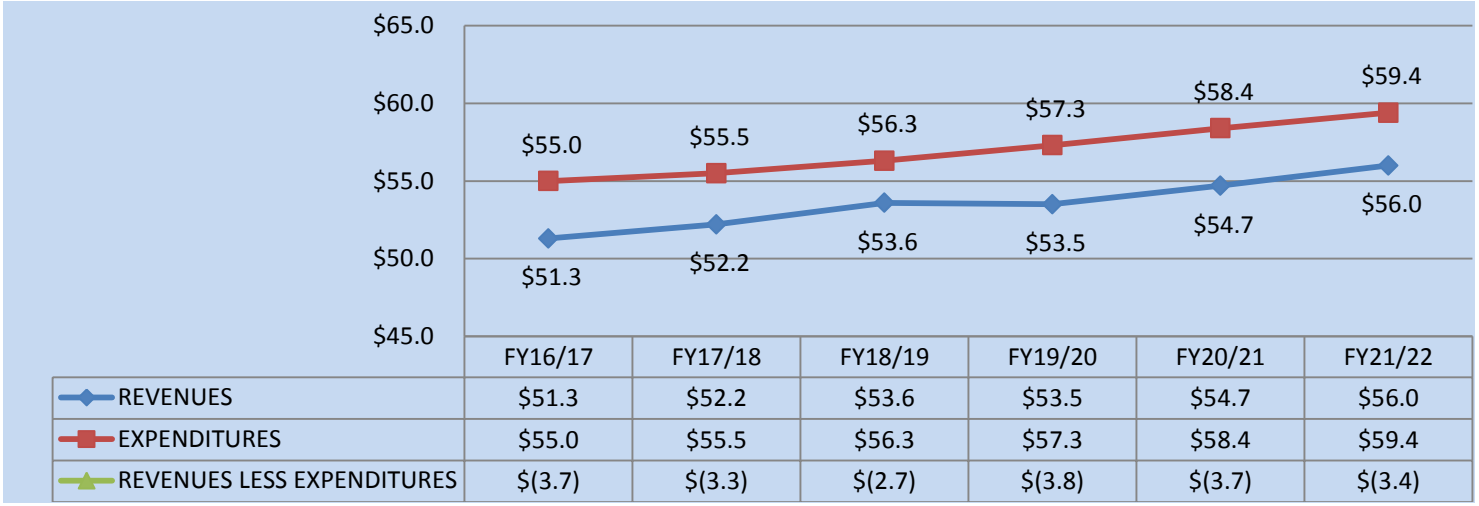
Fund Balance & Reserve Balances (Millions)	FY 16/17 Estimated Fund Balance	Additions	(Uses)	FY 2021/22 Estimated Fund
Fund Balance	$8.8	$5.0	($13.8)	$0.0
Measure "E" Mitigation Reserve	$3.2		($3.2)	$0.0
Economic/Budget Stability Reserve	$5.8		($5.3)	$0.5
Contingency/Emergency Reserve	$11.6		$0.0	$11.6
Total Fund Balance & Reserve	$29.4	$5.0	($22.3)	$12.1



	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22
REVENUES	$50.8	$53.0	$53.1	$54.1	$54.1	$55.6
EXPENDITURES	$54.5	$53.2	$55.4	$57.2	$59.2	$60.9
REVENUES LESS EXPENDITURES	$(3.7)	$(0.2)	$(2.3)	$(3.1)	$(5.1)	$(5.3)

5-Year Forecast (September 2016)

Fund Balance & Reserve Balances (Millions)	2016 Estimated Fund Balance	Additions	(Uses)	FY 2021/22 Estimated Fund Balance
Fund Balance	$8.2	$3.8	($12.0)	$0.0
Measure "E" Mitigation Reserve	$7.0		($7.0)	$0.0
Economic/Budget Stability Reserve	$5.8		($1.6)	$4.2
Contingency/Emergency Reserve	$11.6		$0.0	$11.6
Total Fund Balance & Reserve	$32.6	$3.8	($20.6)	$15.8



	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22
REVENUES	$51.3	$52.2	$53.6	$53.5	$54.7	$56.0
EXPENDITURES	$55.0	$55.5	$56.3	$57.3	$58.4	$59.4
REVENUES LESS EXPENDITURES	$(3.7)	$(3.3)	$(2.7)	$(3.8)	$(3.7)	$(3.4)

November 15, 2016

AGENDA ITEM 6

REQUEST

INTRODUCE AN ORDINANCE AMENDING SECTION 4.16.180(s) OF THE TRACY MUNICIPAL CODE TO MAKE A VIOLATION FOR POSSESSING OR CONSUMING ALCOHOL IN THE PARK SUBJECT TO MISDEMEANOR PROSECUTION

EXECUTIVE SUMMARY

Consider introduction of an Ordinance amending Section 4.16.180(s) of Chapter 4.16 of the Tracy Municipal Code to make violations for possessing or consuming alcohol in the park subject to misdemeanor prosecution.

DISCUSSION

Tracy Municipal Code (TMC) section 4.16.180(s) prohibits persons from possessing or consuming alcohol in any City park without first obtaining permission from the City Council or obtaining a permit through the Parks and Recreation Department. City of Tracy parks have signs posted that specifically read: "Alcohol consumption or possession prohibited in City park without a permit by TMC 4.16.180(s)."

Currently, violations of this section are infractions with an initial fine of $100 (which is increased substantially by court penalty assessments and fees). Unfortunately, this has not been a sufficient deterrent to individuals possessing and drinking alcohol in City parks. Tracy Police Department has received increased complaints from families who are trying to enjoy the park with their children, while individuals are drinking and becoming intoxicated nearby.

The Police Department is recommending that violations of TMC section 4.16.180(s) be subject to misdemeanor prosecution to deter violators and to provide Officers with the necessary tools to encourage compliance. More importantly, it may allow individuals who have serious alcohol addiction to get assistance through the Tracy Restorative Policing Program that works with the City Attorney's Office to get County rehabilitation services through the Court system. As with all TMC misdemeanor violations, the City Attorney has discretion to downgrade a misdemeanor citation to an infraction, if the circumstances so warrant.

FISCAL IMPACT

There would be no fiscal impact to the City of Tracy. This falls within standard operating procedures for the City Attorney's Office and Police Department's budgets.

STRATEGIC PLAN

This agenda item is intended to maintain and enhance the City's parks for the continued enjoyment and improved quality of life for the entire community. It is in alignment with the *Tracy City Council's Strategic Priorities—Public Safety, Goal 2: Promote public health, safety and community welfare throughout the community.*

RECOMMENDATION

That Council introduce an Ordinance amending TMC section 4.16.180(s) to make a violation for possessing or consuming alcohol in the park subject to misdemeanor prosecution.

Prepared by: Brian Wilmshurst, Community Police Officer

Reviewed by: Larry Esquivel, Chief of Police
Bill Sartor, City Attorney
Ed Lovell, Acting Assistant City Manager

Approved by: Troy Brown, City Manager

ATTACHMENTS

ATTACHMENT: A - Recommended Changes to Ordinance

ATTACHMENT: B - Current TMC 4.16.180

ATTACHMENT: C - Photo of Current Park Signs

ATTACHMENT: D - Proposed Ordinance

ATTACHMENT A

(Redlined Ordinance)

4.16.180 - Unlawful acts in park.

No person, other than authorized City personnel, shall do any of the following unless written permission has been obtained from the Director:

(s) Alcoholic beverages are prohibited in mini and neighborhood parks adjacent to joint use areas of elementary schools. It shall be unlawful and a misdemeanor t~~T~~o consume any alcoholic beverage, or to possess any can, bottle or other receptacle containing any alcoholic beverage as defined by the Alcoholic Beverage Control Act of the State of California, in any park without first obtaining the permission of the City Council or a permit from the Parks and Recreation Department. ~~is prohibited.~~ Signs will be posted and shall read "ALCOHOL CONSUMPTION OR POSSESSION PROHIBITED IN CITY PARK WITHOUT A PERMIT BY T.M.C. 4.16.180(s)";

ATTACHMENT B

4.16.180 - Unlawful acts in park.

No person, other than authorized City personnel, shall do any of the following unless written permission has been obtained from the Director:

(a) Play or engage in any game or contest in any park except in such places suited, specially provided or designated for that purpose;

(b) Play upon any tennis courts wearing shoes other than those having vulcanized soles and heels, commonly known as tennis shoes. In-line skating, skateboards, or other wheeled items and dogs are prohibited on tennis courts, basketball courts or similar multi-use courts;

(c) Use any tennis courts for tennis tournaments, team practices or other special events of any kind without the prior written permission of the Director;

(d) Cut, break, injure, deface or disturb any plant, rock, building, cage, pen, monument, fence, bench or other structure, apparatus or property; or pluck, pull up, cut, take or remove any shrub, bush, plant or flower; or make or write upon any building, monument, fence, bench or other structure;

(e) Cut or remove any wood, turf, grass, soil, rock, sand or gravel, or any found object, whether above or below the ground;

(f) Lead or let loose any farm animals of any kind. Dogs are permitted subject to regulations and section 5.08.130 of this Code. Owners are responsible for picking up after their animals while on/in parks, parkways, trails or other public areas;

(g) Post, place or erect any bills, notice, paper or advertising device of any kind on park equipment;

(h) Tear down, deface or destroy any sign posted pursuant to this chapter;

(i) Willfully tamper with or damage any water or gas pipes, hydrant, stopcock, sewer, basin or other construction in any park;

(j) Carry any firearms, air gun, slingshot or archery equipment;

(k) Make or kindle any fire except in picnic stoves provided for that purpose, or camp, except in places designated as such by official action of the City;

(l) Ride or drive any horse or other animal or any motorized vehicle, cycle, go cart or scooter elsewhere than on the roads or drives provided for such purpose, or drive a motor vehicle in an erratic or hazardous manner on any park roads, paths or parking areas;

(m) Enter, remain or stay in the swimming pools in the public parks or the enclosures surrounding the pools at any time when the pools are not open to the public with a lifeguard on duty;

(n) Play or engage in model aircraft flying or boats, driving of golf balls, archery, hardball or any similar games of a hazardous nature except at such places as are especially set apart for such purposes;

(o) Throw or place on or in any park any paper, rubbish, garbage or refuse matter of any kind, unless in or adjacent to a receptacle designed for the purpose; but no person shall deposit household rubbish and garbage in any City park, rubbish receptacles or in garbage receptacles;

(p) Urinate or defecate in a park or recreation facility except in proper fixtures in a restroom facility designed for the purpose;

(q) To sell refreshments, food stuffs or novelties in any park or on any street immediately adjacent thereto without the prior written permission of the Director or the City Council;

(r) Use or possess any glass beverage container within the boundaries of any park;

(s) Alcoholic beverages are prohibited in mini and neighborhood parks adjacent to joint use areas of elementary schools. To consume any alcoholic beverage, or to possess any can, bottle or other receptacle containing any alcoholic beverage as defined by the Alcoholic Beverage Control Act of the State of California, in any park without first obtaining the permission of the City Council or a permit from the Parks and Recreation Department is prohibited. Signs will be posted and shall read "ALCOHOL CONSUMPTION OR POSSESSION PROHIBITED IN CITY PARK WITHOUT A PERMIT BY T.M.C. 4-4.18(s)";

(t) No person shall go upon any surface in a park with any skateboard, roller skate, rollerblade, in-line skate, coaster, or any similar device, when appropriate signs giving reasonable notice thereof are posted at the park;

(u) A person shall be permitted to use a skateboard in a park only if: (1) the City Council has adopted a resolution which identifies the park at which skateboarding is permitted; and (2) signs are posted at the park affording reasonable notice that: (i) any person riding a skateboard in the park is undertaking a "hazardous recreational activity" pursuant to California Health and Safety Code section 115800; and (ii) the person must wear a helmet, elbow pads, and knee pads; and (iii) that any person failing to do so will be subject to citation pursuant to this section.

(Ord. 1074 § 2, 2005; Ord. 990 § 1, 1999; prior code § 4-4.18)

ENTERING OR REMAINING
IN THIS PARK BETWEEN
DUSK TO DAWN
FORBIDDEN BY LAW T.M.C. 4.16.200 4.16.190
ALCOHOL CONSUMPTION OR POSSESSION PROHIBITED
IN CITY PARK WITHOUT A PERMIT
BY T.M.C. 4.16.180(s)

ATTACHMENT D

ORDINANCE 2016-

AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 4.16.180(S) OF THE TRACY MUNICIPAL CODE MAKING A VIOLATION FOR POSSESSING AND CONSUMING ALCOHOL IN PARKS A MISDEMEANOR.

WHEREAS, issuing citations for infractions for this violation is not acting as a deterrent to repeat offenders and prosecuting these violations as misdemeanors will send a strong message to curtail such activity and will also facilitate getting help for individuals who may need it through the Tracy Police Restorative Policing Program.

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

SECTION 1: Subsection (s) of Section 4.16.180 of Chapter 4.16 of Title 4 of the Tracy Municipal Code is hereby amended to read, in its entirety, as follows:

> "Alcoholic beverages are prohibited in mini and neighborhood parks adjacent to joint use areas of elementary schools. It shall be unlawful and a misdemeanor to consume any alcoholic beverage, or to possess any can, bottle or other receptacle containing any alcoholic beverage as defined by the Alcoholic Beverage Control Act of the State of California, in any park without first obtaining the permission of the City Council or a permit from the Parks and Recreation Department. Signs will be posted and shall read "ALCOHOL CONSUMPTION OR POSSESSION PROHIBITED IN CITY PARK WITHOUT A PERMIT BY T.M.C. 4.16.180(s)"

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

SECTION 3. This Ordinance shall either (1) be published once in the TriValley Times, 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 was introduced at a regular meeting of the Tracy City Council held on the _____ day of _____, 2016, and was finally adopted by the Council at the regular meeting held 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