

Tuesday, August 21, 2018, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6000) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. Each citizen will be allowed a maximum of five minutes for input or testimony. At the Mayor's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous Council direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the City Council, City staff or the public request discussion on a specific item at the beginning of the meeting.

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATIONS

1. Employee of the Month
2. Youth Advisory Commission Certificates
3. Certificate of Appointment – San Joaquin Commission on Aging

1. CONSENT CALENDAR

- A. Approval of April 3, 2018, May 1, 2018, May 15, 2018 and July 17, 2018 Regular Meeting Minutes, May 22, 2018, Special Meeting Minutes, July 17, 2018, and August 8, 2018 Closed Session Minutes
- B. Approve the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3888, Tracy Hills Village 2, and Authorize the City Clerk to File the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder
- C. Approve the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3953, Tracy Hills Village 6A, and Authorize the City Clerk to File the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder
- D. Reject Bids for the Playground Renovation Project – CIPs 78149 & 78150 for Bailor-Hennan, Rippon, Sullivan and Lester Huck Parks, and Authorize City Staff to Re-Bid the Project
- E. Approve a Professional Services Agreement with Madill Enterprises, Inc. DBA Advanced Property Services, of Sacramento, CA. to Provide Janitorial Services for Various City Facilities, and Authorize the City Manager to Amend the Agreement to Increase Compensation Up to the Contingency Amount and to Execute Extensions and to Make Any Minor Amendments to the Agreement
- F. Authorize the Purchase of One Hydro-Excavator from Municipal Maintenance Equipment, Inc. in the Amount of \$74,946
- G. Find that it is in the Best Interest of the City to Forego the Formal Request for Proposals Process and Approve a Maintenance Agreement With Calgon Carbon Corporation for Replacement of Water Filter Media for Three Filters at the John Jones Water Treatment Plant (CIP 75126)
- H. Waive Second Reading and Adopt Ordinance 1258, an Ordinance of the City Council of the City of Tracy Forming the Tracy Industrial Development Authority
- I. Waive Second Reading and Adopt Ordinance 1259, an Ordinance of the City of Tracy Amending Sections 9.40.030 (Street Names) and 9.40.040 (Renaming Streets) in Chapter 9.40 (Street Names and Numbering) of Title 9 (Building Regulations) of the Tracy Municipal Code

- J. Receive and File Four Administrative Policies Presented by the Finance Department
 - K. Adopt a Resolution Accepting the Unclaimed Funds Policy and Authorize the Finance Director to Transfer Unclaimed Funds in Accordance with Government Code Sections 50050 Through 50057
 - L. Adopt a Resolution Accepting the Identity Theft "Red Flag" Program and Designate Authority to the Finance Director as the Administrator
 - M. Authorize Amendment to the City's Classification and Compensation Plans, Master Salary Schedule and Position Control Roster by Approving the Establishment of Three (3) New Classification Specifications and Salary Ranges for Landscape Architect, Airport Manager and Media Services Supervisor
 - N. Authorize Amendment to the City's Classification Plan by Approving the Amendment of Various Existing Classification Specifications Including: Public Works Superintendent, Utility Line Maintenance Superintendent, Facilities Maintenance Superintendent, Plant Maintenance Supervisor, Senior Electrician, Instrumentation Technician, Wastewater Treatment Plant Operator and Senior Wastewater Treatment Plant Operator
 - O. Approve a Twenty-Five Year Ground Lease Agreement Between the City of Tracy and JT Farms, a Sole Proprietorship, for Farming Operations on City Property Located at the New Jerusalem Airport
 - P. Appropriate \$1.2 Million from Tracy Infrastructure Master Plan (TIMP) Traffic Fund for CIP 73144 Widening of Corral Hollow Road from Old Schulte Road to Linne Road and Approve a Renewal Cooperative Agreement with San Joaquin Council of Governments (SJCOG) for Funding of \$3.0 Million from Measure K Regional Arterial Pay As You Go Funds Towards Design and Acquisition of Right of Ways and to Un-Fund TIMP Funds Previously Committed
2. ITEMS FROM THE AUDIENCE
3. CONDUCT A PUBLIC HEARING TO CONSIDER QUESTIONS OF: (1) AMENDING AND RESTATING THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT (CFD) 2016-1 IMPROVEMENT AREA NO. 1, (2) INCREASING THE AUTHORIZED PRINCIPAL AMOUNTS OF INDEBTEDNESS FOR THE CFD AND IMPROVEMENT AREA NO. 1, (3) INCREASING THE ANNUAL APPROPRIATIONS LIMIT FOR IMPROVEMENT AREA NO. 1 AND (4) AMENDING THE EXISTING BOUNDARIES OF THE CFD, IMPROVEMENT AREA NO. 1 AND FUTURE ANNEXATION AREA; CONDUCT PROPERTY OWNER ELECTION; ADOPT A RESOLUTION OF CHANGE TO AUTHORIZE THE ABOVE STATED CHANGES AND APPROVE RELATED ACTIONS
4. CONDUCT A PUBLIC HEARING TO AUTHORIZE THE ACCEPTANCE OF \$10,816 FROM THE 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AND APPROVE THE APPROPRIATION FOR THE PURCHASE OF EQUIPMENT FOR THE TRACY POLICE DEPARTMENT'S LAW ENFORCEMENT PROGRAMS

5. AMEND RESOLUTION DETERMINING THE COMPENSATION TO BE PAID TO THE CITY TREASURER
6. RECEIVE UPDATE ON A RAILS WITH TRAILS PROGRAM AND NATURE PARK CONCEPT AND PROVIDE STAFF DIRECTION
7. INTRODUCE AN ORDINANCE ADDING SECTION 2.04.050 TO THE TRACY MUNICIPAL CODE PROHIBITING MEMBERS OF THE CITY COUNCIL, BOARDS AND COMMISSIONS, CITY TREASURER AND APPOINTED EMPLOYEES FROM CONTRACTING WITH THE CITY AND APPOINT AN AD HOC SUBCOMMITTEE TO WORK WITH THE CITY ATTORNEY'S OFFICE TO CREATE A COMPREHENSIVE CODE OF CONDUCT FOR CITY COUNCIL APPROVAL
8. ITEMS FROM THE AUDIENCE
9. STAFF ITEMS
10. COUNCIL ITEMS
 - A. Approve Request for Out-of-State Travel by Mayor Pro Tem Vargas
11. ADJOURNMENT

April 3, 2018, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

Mayor Rickman called the meeting to order at 7:03 p.m. and led the Pledge of Allegiance

Invocation was offered by Pastor Rob Krenik, Calvary Chapel of Tracy

Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman present

Randall Bradley, City Manager presented Employee of the Month award for April 2018 to Kami Ysit, Police Department

Mayor Rickman presented a proclamation to Dan Rosch from Junior Giants, for National Volunteer Week

Mayor Rickman presented Certificates of Recognition to outgoing Planning Commissioners Jacy Krogh and Robert Tanner

Mayor Rickman presented Certificates of Appointment to incoming Planning Commissioners Chad Wood, and Ed Gable.

1. CONSENT CALENDAR – Motion was made by Council Member Young and seconded by Mayor Pro Tem Vargas to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - A. Approval of May 23, 2017 Special Meeting Minutes, August 15, 2017 and September 5, 2017, Regular Meeting Minutes – Minutes were approved.
 - B. Accept the 2014-2015 Slurry Seal Project – CIP 73138B, Completed by Telfer Pavement Technology, LLC of McClellan, California, Authorize Transfer of Funds in the Amount of \$22,697 from CIP 73142 (Street Patch and Overlay Program - FY15/16 Phase) to Complete CIP 73138 (2014-2015 Slurry Seal Project), Authorize the City Clerk to File the Notice of Completion, and Authorize the City Engineer to Release the Bonds and Retention Payment – Resolution 2018-062 accepted the 2014-2015 Slurry Seal Project – CIP 73138B
 - C. Accept the Community Center Renovation Project, CIP 71092, Completed by Haggerty Construction, Inc. of Stockton, California, Authorize the City Clerk to File the Notice of Completion, and Authorize the City Engineer to Release the Bonds and Retention Payment – Resolution 2018-063 accepted the Community Center Renovation Project – CIP 71092

- D. Accept the Reconstruction of the Tracy Municipal Airport General Aviation Tie Down Apron, Project CIP 77037, AIP No. 3-06-0259-17, Completed by Teichert Construction of Stockton, California, Authorize the City Clerk to File the Notice of Completion with the County, and Authorize the City Engineer to Release the Bonds and Retention Payment – Resolution 2018-064 accepted the reconstruction of the Tracy Municipal Airport General Aviation Tie Down Apron Project – CIP 77037
- E. Reject Bid from T&S Intermodal Maintenance, Inc. for the Traffic Signal at Lammers Road and Schulte Road (West), CIP 72068, and Authorize Staff to Re-advertise the Project – Resolution 2018-065 rejected the bids for the Traffic Signal at Lammers Road and Schulte Road West – CIP 72068 and authorized re-advertising the project.
- F. Award a Bid in the Amount of \$259,800 to Kirila Fire Training Facilities, Inc. for the Purchase of a Mobile Fire Training Tower and Authorize the Fire Department to Complete the Purchase – Resolution 2018-066 awarded the bid to Kirila Fire Training Facilities, Inc.
- G. Authorize the Appropriation of Funds in the Amount of \$226,084 for the Purchase of One Aerial Lift Truck, One Ford F250, One John Deere Mower, and One Electronic Message Board; and Authorize the Purchase of the Vehicles and Equipment from Multiple Suppliers in the Amount of \$226,084 – Resolution 2018-067 authorized the appropriation for the purchase of vehicles and equipment.
- H. Finding it is in the Best Interest of the City to Forego a Competitive Proposal Process and Approving an Agreement With Cross Development CC Tracy, LLC to Sell Approximately 11,680 Square Feet of Surplus City Real Property Located Between the Proposed Caliber Collision Auto Body Repair Facility and the Southern Boundary Fence of Detention Basin 10 (a Portion of APN 212-040-11) – Resolution 2018-068 approved foregoing a competitive proposal process and approved an agreement with Cross Development CC Tracy, LLC. to sell surplus City real property.
- I. Approve Memorandum of Understanding (MOU) With Notre Dame De Namur University (NDNU), for Use of City Facilities to Administer its Bachelor's and Master's Degree Programs – Resolution 2018-069 approved the MOU with Notre Dame De Namur University.
- J. Award a Construction Contract to Radco Construction of Carson City, Nevada, for the Police Communications Tower Equipment Shelter CIP 71050A and Approve the Contingency Amount – Resolution 2018-070 awarded the contract to Radco Construction.
- K. Authorize Amendment of the City's Classification and Compensation Plans, Master Salary Schedule and Position Control Roster by Approving the Establishment of (2) New Classification Specifications and Salary Ranges for Plant Maintenance Supervisor and Administrative Technician, Reallocating the Existing Vacant Maintenance Supervisor to Plant Maintenance Supervisor in the Utilities Department, Reallocating the Existing Vacant Public Works Technician to Administrative Technician in the Public Works Department, Revising and Retitling of Public Affairs Officer to Public Information Officer and Reallocating One (1) Management Analyst II to a Public Information Officer and Reclassifying the Incumbent, Reallocating One (1)

Vacant Management Analyst I to Management Analyst II in the Public Works Department, Reallocating One (1) Vacant Maintenance Worker I to Plant Mechanic II in the Utilities Department, Approving Revisions to the Classification Specification for Human Resources Technician and Amending the Salary Range and Approving an Allocation for One (1) Recreation Services Supervisor in the Parks and Recreation Department – Resolution 2018-071 approved the amendments to the City's Classification and Compensation Plans, Master Salary Schedule and Position Control Roster.

2. ITEMS FROM THE AUDIENCE – Robin Cole addressed Mayor Pro Tem Vargas regarding the cancellation of her participation on a transportation panel scheduled for April 15, 2018, organized by Indivisible Tracy Group, due to another meeting being held at the end of the month.

Simon Losch expressed disappointment regarding Mayor Pro Tem Vargas's cancellation of her attendance at the meeting. Mr. Losch added a lot of effort was invested into preparation and to cancel less than two weeks before the event is unprofessional and almost appears malicious.

Robert Tanner reminded everyone that the Police Department is having a drug take back fair in the parking lot in front of the Police Station on April 28, 2018. Mr. Tanner also reminded everyone that there are two containers in the Police Station for needles and nonprescription expired drugs and encouraged the use of the two containers.

Sharon Gardener Losch also spoke about the transportation event organized by Indivisible Tracy with the help of Mayor Pro Tem Vargas. Ms. Gardner wanted to know when the other meeting is taking place, and why is it not possible to do both events.

Yvonne Eder, President of Indivisible Tracy stated the group spent several months planning a transportation event and had confirmed participation from Michael Tree, Mayor Pro Tem Vargas and Tim Sbranti from LAFTA, but they all pulled out at the last minute. Ms. Eder stated she was informed by Michael Tree that the reason for the cancellation was because the City of Tracy had volunteered to hold a meeting where the information could be presented properly. Ms. Eder wanted to know who requested and approved the funding for the City to do the event and when it is supposed to be held. Ms. Eder stated the group fully intends to proceed with the event and will present it from the San Joaquin Valley perspective, not LAFTAs.

Steve Nicolaou reminded everyone that April 4 is the 50th anniversary that the Reverend Dr. Martin Luther King was killed in Memphis, and provided a history regarding Reverend Martin Luther King's famous "I Have a Dream" speech. Mr. Nicolaou stated the greatest honor in memory of Doctor King is to stop and take off color blinders.

Kathleen Helford Moran expressed her concerns about street racing in the area she lives, reeving motors at night doing donuts at intersections of Lincoln and Lowell, and Chester and Lowell, and the safety of kids going to West High and McKinley Schools due to vehicles not stopping at lights. Ms. Moran shared an experience that her disabled mother had with a Police dispatcher.

Ronnie Hyer and Jackie Angel agreed with the previous speaker. Ms. Angel expressed concerns about the disregard for the speed limit, law and human life in residential areas.

West 12th street is a speedway. Ms. Angel added there is a need for more Police Officers and suggested adding \$1.00 to water bill to pay for more Police Officers. Mr. Hyer added there has to be something that can be done to slow traffic down.

Mayor Pro Tem Vargas responded to the comments from the public regarding the meeting in which Alameda San Joaquin County Rail Authority was invited to attend. Mayor Pro Tem Vargas added the next town hall meeting is scheduled for April 21, 2018, at the Transit Station and is hosted by the Alameda San Joaquin County Rail Authority to outreach to Tracy, Mountain House, Lathrop and Manteca. The Alameda San Joaquin County Rail Authority will publicize this meeting and provide an update at the next council meeting.

Mayor Rickman announced that item 8 to be heard after item 5.

Mayor Pro Tem Vargas recused herself from voting on items 3, 4, and 5

3. SECOND READING AND ADOPTION OF ORDINANCE 1251, AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE ELLIS SPECIFIC PLAN APPLICATION NUMBER SPA15-0003

Thomas Watson, City Attorney explained items 3, 4 and 5 were heard at the last meeting, but there was a change to the contract for the Development Agreement Amendment on item 5, and staff thought it would be appropriate to bring back under the regular items.

No one from the audience wished to speak.

There were no comments from City Council.

The City Clerk read the title of the proposed Ordinance 1251.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Young to waive the reading of the full text and adopt Ordinance 1251 an ordinance of the City of Tracy approving an amendment to the Ellis Specific Plan Application Number SPA15-0003. Roll call found Council Members Dement, Ransom, Young and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Vargas recused herself from voting on the item.

4. SECOND READING AND ADOPTION OF ORDINANCE 1252, AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 10.08.980, NAMES OF ZONES, AND ADDING A NEW ARTICLE 22.7, ELLIS SPECIFIC PLAN ZONE (ESP), AND A NEW SECTION 10.08.3025, ELLIS SPECIFIC PLAN ZONE (ESP), TO TITLE 10 OF THE TRACY MUNICIPAL CODE AND ZONING ALL PROPERTY IN THE ELLIS SPECIFIC PLAN AREA AS ELLIS SPECIFIC PLAN ZONE (ESP) APPLICATION NUMBER ZA17-0012

No one from the audience wished to speak.

There were no comments from City Council.

The City Clerk read the title of proposed Ordinance 1252.

ACTION: Motion was made by Council Member Young and seconded by Council Member Ransom to waive the reading of the full text and adopt Ordinance 1252 and Ordinance of the City of Tracy Amending Section 10.08.980, Names of Zones, and adding a New Article 22.7, Ellis Specific Plan Zone (ESP), and a new section 10.08.3025, Ellis Specific Plan Zone (ESP), to Title 10 of the Tracy Municipal Code and Zoning all property in the Ellis Specific Plan area as Ellis Specific Plan Zone (ESP) Application Number ZA17-0012. Roll call found Council Members Dement, Ransom, Young and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Vargas recused herself from voting on the item.

5. SECOND READING AND ADOPTION OF ORDINANCE 1253, AN ORDINANCE OF THE CITY OF TRACY APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC (APPLICATION DA16-0001)

Thomas Watson, City Attorney, clarified that 3 items were changed on the original Development Agreement Amendment. The items were changed pursuant to the request of Council. The changes are reflected in the document but otherwise there were no substantive change.

Mary Mitracos asked if the City intended to build a swim center on land it does not own. Ms. Mitracos shared her concerns about entering into the agreement and stated it is the worst Development Agreement the City has ever entered into, and a bad deal for the City. Ms. Mitracos urged City Council to change the agreement.

Trina Anderson agreed with the comments made by Ms. Mitracos and stated it is an opportunity to stop a bad deal. Ms. Anderson asked City Council to vote no on this item.

There were no comments from City Council.

The City Clerk read the title of proposed Ordinance 1253.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Young to waive the reading of the full text and adopt Ordinance 1253 an Ordinance of the City of Tracy approving the Second Amendment to the Amended and Restated Development Agreement by and Between the City of Tracy and Surland Communities, LLC (Application DA16-0001). Roll call found Councils Member Dement, Ransom, Young and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Vargas recused herself from voting on the item.

DEVIATION

8. CITY COUNCIL RECEIVE A PRESENTATION BY MUNICIPAL RESOURCE GROUP REGARDING THE PROVISION OF CONTRACT LAW ENFORCEMENT SERVICES BY THE CITY OF TRACY TO THE CITY OF LATHROP

Randall Bradley, City Manager provided an overview of the item.

Mike Oliver, Municipal Resources Group introduced their team – Dan Drummond, Craig Woodham, and Mike McDougal. Mr. Oliver presented a Powerpoint presentation regarding the City of Lathrop and City of Tracy law enforcement services evaluation.

No one from the audience wished to speak.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Young and seconded by Council Member Dement to initiate development of a Law Enforcement Services Agreement between the City of Tracy and the City of Lathrop. Roll call vote found all in favor; passed and so ordered.

6. APPROVE TWO NEW CAPITAL IMPROVEMENT PROJECTS: (1) CONSTRUCTION OF WATER AND WASTEWATER LINES ALONG WEST MOUNT DIABLO AVENUE BETWEEN WEST STREET AND C STREET, AND (2) CONSTRUCTION OF TWO RESTROOM FACILITIES AND MINOR IMPROVEMENTS TO THE EXISTING BUILDINGS AT THE TRACY MUNICIPAL AIRPORT, AND AUTHORIZE APPROPRIATIONS OF FUNDS

Kul Sharma, Interim Assistant City Manager presented the staff report,

Andrew Malik, Development Services Director added staff is recommending the following two additives to the downtown light project: 1. Adding 20 foot poles to add across from the street banners in Sixth Street and towards 11th Street. 2. Putting power to the new poles for downtown underground for aesthetics and safety. Staff is recommending reserving \$135,000 and to come back at a later time to appropriate if the City Council chooses to go forward with the addition of those changes to the downtown lighting project.

City Council questions and comments followed.

Tina Anderson addressed City Council regarding the airport improvements and asked if the restrooms were going to be ADA compliant and thanked staff for the pilots lounge and awning.

City Council comments and questions followed.

ACTION: Motion was made by Council Member Young and seconded by Council Member Dement to adopt Resolution 2018-072 approving two new Capital Improvement Projects: (1) Construction of water and wastewater lines along Mount Diablo Avenue and (2) Construction of two restroom facilities and minor improvements to the existing buildings at the Tracy Municipal Airport and approve appropriation of \$1,991,000 from CDA Fund317. Roll call found all in favor; passed and so ordered

7. PUBLIC HEARING TO INTRODUCE AN ORDINANCE AND APPROVE AN AMENDMENT TO THE TRACY MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS (SECOND UNITS) – APPLICATION NUMBER ZA17-0011

Alan Bell, Senior Planner presented the staff Report.

City Council questions and comments followed.

Mayor Rickman opened the public hearing.

Robert Tanner stated the City has no parking on front yards and recently passed the percentage of cement allowed to front or side yards and asked if that would change based on the accessory dwelling units.

George Riddle asked if the City builds an ADU that is separate from the original building, does it have to match architecture and elevation that it is built next to.

City Council questions and comments followed.

Mayor Rickman closed public hearing

The City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Young to waive the reading of the full text and introduce Ordinance 1254 an Ordinance of the City of Tracy amending Sections 10.08.790, 10.08.3180, and 10.08.3480 of the Tracy Municipal Code regarding second units, now, now called Accessory Dwelling Units. Roll call found all in favor; passed and so ordered

Mayor Rickman called for a recess at 8:40 p.m.

Mayor Rickman reconvened the meeting at 8:53 p.m.

9. RECEIVE PRESENTATION AND DISCUSS AFFORDABLE AND WORKFORCE HOUSING, INCLUDING NEW STATE LAWS, AFFORDABILITY BY DESIGN, CITY TASKFORCE, HOUSING THE HOMELESS, THE GROWTH MANAGEMENT ORDINANCE, ALLOCATING FORMER COMMUNITY DEVELOPMENT AGENCY FUNDS, AND DEVELOPMENT IMPACT FEES, AND PROVIDE DIRECTION TO STAFF REGARDING PRIORITIES AND FORMULATING A STRATEGY

Randall Bradley, City Manager provided a brief overview of the staff report and turned it over to consultant Veronica Tam.

Veronica Tam, Veronica Tam Associates provided a presentation on Affordable and Workforce housing.

Bill Dean, Assistant Development Services Director continued with the presentation.

Andrew Malik, Development Services Director continued with the staff report.

Pete Ragsdale, Housing Authority of the County of San Joaquin stated it is a difficult issue for the County and complicated issue for the City. The City has resources that move the needle on affordable but realistically \$4 million is not going to be enough to solve all the needs of the community around affordable and workforce housing. The

Housing Authority is in a position to follow that investment in terms of land and other resources. Mr. Ragsdale provided overview of the Housing Authorities position, resources related to affordable housing and supportive housing for the homeless.

Daniel, Carpenters Union Representative stated he supported smart building and believes there is an aspect being missed – work force housing. Daniel would like to see this move forward to see what can be done to make this happen.

Jennifer Rowell, CEO of Tracy Community Connection Center also on the Tracy Community Homeless Task Force stated Housing First works. It is an evidence based method and exactly what the City of Tracy needs to address homelessness. Ms. Rowell would like to see the City move towards permanent supportive of housing. Ms. Rowell spoke about the task force and asked the Mayor to be supportive and work with the Task Force.

Yvonne Eder stated in addition to Indivisible Tracy, she has been actively participating with the Homeless Task Force. Ms. Eder clarified that Indivisible Tracy supports the existing task force, and wished the City would work together with the existing task force instead of reinventing the wheel.

John Beckman, Building Industry Association volunteered his time to participate to help make housing more available.

Karen Murray stated she worked with the task force for a year and previously had experience with a homeless community in Palo Alto. Ms. Murray added she has worked with the homeless population, and assisted mentally, physically, developmentally ill people to get medical services and case management support to enable them to find housing. Ms. Murray added the task force is doing a wonderful job and expressed support for Housing First.

Vecky Elliott requested City Council's support to work together as a community, and not to use as a stepping stone to getting reelected. Ms. Elliott did not see a need for creating a different entity and suggested Council support the Tracy community task force that is already working on behalf of this community to find balance and comprehensive solution to the homeless issue.

Allison Quinteros expressed support for the Homeless Task Force. Ms. Quinteros added she admires what is already in place and felt it is a good idea for the City to support the current task force.

Patricia Valencia stated she has been working with the homeless population and Housing First is important. Ms. Valencia stated as a social worker and a university student, number one is housing and along with that are other health issues. Ms. Valencia added intervention is one of the points where help can begin for individuals in need. Placing individuals in a home can make a big difference for a lot of people to be productive in society.

Steve Thompson, Tracy Community Connection Center agreed with Ms. Elliott's comments. Mr. Thompson added to help the homeless crisis; the City needs to get on board. Mr. Thompson stated it is refreshing to hear how the state is making laws that

cities have to follow in order to help with this situation. Mr. Thompson spoke about the costs of living in a motel, and stated Housing First is crucial.

Mary Foshay shared her success story from being homeless to becoming a resident of Housing Authority of San Joaquin, and getting a second chance from the community. Ms. Foshay state Housing First is crucial. Ms. Foshay added she has also established The Little Free Pantry in her home.

Catalina Olvera supported the homeless task force. Ms. Olvera shared her story of once being homeless, but due to resources and services available, she was able to go back to school and became a school teacher. Ms. Olvera stated she has students that are homeless and expressed concerns that kids are not going to have those services. Ms. Olvera added there are professionals on the task force that understand the needs of this population.

George Riddle stated Council approved 2,250 RGAs for Mr.Serpa. Mr. Riddle added the City needs to allocate RGAs to other situations to build affordable housing.

City Council questions and comments followed.

Veronica Tam, Consultant responded to City Council questions.

Barbara Harb, Management Analyst explained the outcome of the downtown payment assistance program which is now administered by the San Joaquin County.

City Council comments and discussion continued.

After lengthy discussion, it was City Council consensus that staff explore and bring back information regarding formation and tasks of three potential subcommittees for the following: Homelessness, GMO, and fees and zoning.

10. ITEMS FROM THE AUDIENCE – Robert Tanner stated he noticed the March utility bill included the 25% increase in water fees. Mr. Tanner added it would have been nice if the public had been notified in the February billing that the water fees were increasing and suggested next time to notify residents in the billing.
11. STAFF ITEMS – Randall Bradley, City Manager informed City Council that he placed an incident action plan for statewide Explorers Cadet Academy for fire in their mail boxes. Mr. Bradley recommended City Council swing by the mall to see the training, which is being hosted by the City all day tomorrow from 8:00 to 5:00 p.m.
12. COUNCIL ITEMS – Mayor Rickman announced the following: April 7 is Taps on 10th from 4:00 pm to 8:00 pm, Craig Morgan concert at the Grand Theatre starts at 8:00 pm on April 7, fundraisers for Dancing with the Stars event on May 5, and Farmers Market on Saturday at 8:00 am.

Council Member Ransom stated a community member that lives near the hospital contacted her in regards to the lack of grocery stores in that area. Council Member Ransom requested staff to provide information regarding any expectations of a grocery store on south Tracy Blvd. There are a lot of lower income and older residents. Council

Member Dement supported the request to bring back information. Council Member Ransom stated she would not be available to attend the April 17, 2018 Council meeting due to taking her daughter to pick out her college.

Council Member Dement requested exploring the naming of a street after fallen Police Officer Andrew Camilleri.

Mayor Rickman asked about the status of the high school banners.

13. ADJOURNMENT – Time: 11:37 p.m.

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

The above agenda was posted at the Tracy City Hall on March 29, 2018. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

May 1, 2018, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

Mayor Rickman called the meeting to order at 7:04 p.m. and led the Pledge of Allegiance

Invocation was offered by Pastor Scott McFarland, Journey Christian Church

Roll call found Council Members, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman present. Council Member Dement arrived at 7:07 p.m.

Randall Bradley, Interim City Manager presented the January 2018 Employee of the Month award to Jonathan Lees, Utilities Department

Mayor Rickman presented a proclamation for Bike to Work Week to Lisa Donahue, Dibs, Smart Travel Events Master

Mayor Rickman presented a proclamation for Older Americans Month to Diane McGill, Senior Center volunteer and a supporter of senior programming

Mayor Rickman presented a proclamation for National Public Works Week to Don Scholl, Public Works Director

Mayor Rickman presented a proclamation for National Day of Prayer to Council Member Juana Dement

Mayor Rickman presented a proclamation for International Firefighters' Day to Dave Bramell, Fire Division Chief and acknowledged Colby Jean Haskell, Miss Delta Valley's Outstanding Teen 2018 for requesting the City to proclaim May 4 as International Firefighters' Day. Colby spoke about her platform promoting "First in Last Out – Honoring active and fallen firefighters and educating the community about fire safety".

Randall Bradley, City Manager announced that item 1.D, item 5 and item 6 were being pulled to be heard at a later date.

1. CONSENT CALENDAR – Following the removal of consent items 1.D by staff, and 1.H and 1.J by Council Member Ransom, motion was made by Mayor Pro Tem Vargas and seconded by Council Member Young to adopt the consent calendar. Roll call found all in favor; passed and so ordered.
 - A. Adoption of December 19, 2017, and April 3, 2018, Closed Session Minutes and March 13, 2018 Special Meeting Minutes – Minutes were approved.
 - B. Approve a Professional Services Agreement with Davey Resource Group, Inc. to Develop an Urban Forestry Management Plan, Not to Exceed \$125,000 for the Term of Two Years – Resolution 2018-074 approved the agreement with Davey Resource Group, Inc.

- C. Authorize Submittal of Application for all Payment Programs and Related Authorizations for CalRecycle's Beverage Container Recycling City/County Payment Program and Authorize the City Manager to Execute all Necessary Documents and Amendments – Resolution 2018-075 authorized the submittal of the application.
- D. Approve an Agreement Between the City of Tracy and Tracy Outlet Partners, LLC, for the Lease of a Unit at 1005 Pescadero Ave for the Purpose of Storage and Processing of Evidence and Property and Authorize the City Manager to Execute the Options to Extend and Minor Amendments to the Agreement – Agenda item was pulled to be heard at a later date.
- E. Find it is in the Best Interest of the City to Forego the Formal Request for Proposal Process and Approve an Amendment to the Professional Services Agreement with Simpson Investigative Services Group for Pre-employment Background Investigations of Public Safety Employees – Resolution 2018-076 approved the amendment to the agreement with Simpson Investigative Services Group.
- F. Accept Subdivision Improvements for Primrose – Phase 2, Tract 3821, Constructed by Standard Pacific Corporation, a Delaware Corporation, Assume Responsibility for their Future Maintenance and Repair, and Authorize the City Engineer to Release Bonds – Resolution 2018-077 accepted the Subdivision Improvements for Primrose – Phase 2, Tract 3821.
- G. Authorize the City Manager to Grant an Easement to Pacific Gas and Electric Company for Utilities to be Located on City-Owned Property, Located on the North Side of Arezzo Way Near the End of Holmes Court, APN: 248-030-16 – Resolution 2018-078 authorized the Grant of an Easement to Pacific Gas and Electric Company.
- I. Waive Second Reading and Adopt Ordinance 1254, an Ordinance of the City of Tracy Amending Sections 10.08.790, 10.08.3180, and 10.08.3480 of the Tracy Municipal Code Regarding Second Units, Now Called Accessory Dwelling Units – Ordinance 1254 was adopted.
- K. Approve the Master Professional Services Agreement Between the City of Tracy and Bennett Engineering Services, Inc. Valid Through Fiscal Year 2021 and Not to Exceed \$250,000 Per Fiscal Year, for Wastewater Analyses for Land Development Projects, and Authorize the Development Services Director or His Designee to Issue Notices to Proceed Under the Agreement – Resolution 2018-079 approved the agreement with Bennet Engineering Services, Inc.
- H. Authorize Submission of the Annual Claim to the State of California, Through the San Joaquin County Council of Governments (SJCOG), for Transportation Development Act Funds in the Amount of \$7,934,181 for Fiscal Years 2016-2017 and 2017-2018, and for the Finance Director to Execute the Claim

Council Member Ransom pulled the item for clarification on why the claims were being combined for Fiscal Years 2016-2017, 2017-2018.

Ed Lovell, Management Analyst responded to City Council questions.

No one from the audience wished to speak.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Young to adopt Resolution 2018-080 authorizing the submission of the annual claim to the State of California, through the San Joaquin Council of Governments, for Transportation Development Act Funds in the amount of \$7,934,181 for Fiscal Years 2016-2017 and 2017-2018, and authorizing the Finance Director to execute the Claim. Roll call found all in favor; passed and so ordered.

J. Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Tracy Gateway Specific Plan and Environmental Impact Report

Council Member Ransom pulled the item to ask about the plan for the project and cost recovery.

Andrew Malik, Development Services Director presented the staff report.

City Council questions and comments followed.

Robert Tanner encouraged City Council to do a 100 percent reimbursement of money from the developer.

Staff to return to City Council with reimbursement options and payment triggers.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to adopt Resolution 2018-081 approving a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the Tracy Gateway Specific Plan and Environmental Impact Report. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE - Michael Langley, Grand Foundation Board Member, spoke about the Dancing with the Stars fund raiser on Saturday. Mr. Langley stated the Grand Foundation has raised several hundred thousand for the Grand Theatre programming, and performances and arts. Mr. Langley encouraged everyone to help raise money for the community and visit the Grand Foundation website: atthegrand.org

Michael Maciel attended a San Joaquin Council of Governments meeting and asked the City Council to look at why the Mountain House Parkway/I-205 interchange application deadline was missed. Mr. Maciel requested an update on the City Manager's recruitment. Mr. Maciel encouraged City Council to reveal to the public any conversations they are having with any representatives from bargaining units outside of the course of normal negotiations that Council directs.

Don Cose stated he is a strong proponent for downtown Tracy Station on the new proposed rail system. Mr. Cose provided a brief history of the downtown and the accomplishments in the City of Tracy.

Robert Tanner requested Public Works look at Chester north bound from Lowell towards Duncan for repairs. Drivers are hitting man hole covers that are above the road.

Joseph Trigo requested help for seniors and middle income residents and urged City Council to put on the next agenda a policy or initiative that could provide attainable housing by design, market rate housing and appropriate zoning for attached or detached homes for the middle class. Appropriate zoning, 10-18 units per acre, 4,000 square foot lots approximately priced between \$280,000 - \$350,000; developers will make money and this could help the sky rocketing rents.

Evelyn Will, a Tracy resident since 1992, requested City Council allot money for a new Post Office in Tracy.

Martin Evans spoke about rezoning homes into offices, Sutter hospital, and purple maps for Carlton.

3. ACCEPT CORRAL HOLLOW ROAD CLOSURE UPDATE AND PROVIDE DIRECTION TO STAFF

Randall Bradley, City Manager presented the staff report.

Mike Souza, Project Manager for Tracy Hill provided a Powerpoint and a brief history of the project and described the improvements and the schedule to complete the project. Mr. Souza apologized for the inconvenience and stated they will try to find a way to do construction while minimizing the impact.

City Council comments and questions followed regarding timing, public outreach, alternatives, communication, coordinating with transit, and apologized to the residents for the inconvenience.

Robert Tanner asked if phases two through nine also include closures. Mr. Tanner suggested having Police activity instead of a crossing guard to reduce accidents and speed issues and making sure two lanes are not locked into one. Mr. Tanner asked what about traffic and outreach when the widening of Corral Hollow occurs.

A resident expressed strong concerns regarding the impacts of the closure of Corral Hollow Road and requested Council do something to help the local residents.

Amer Hammudi stated it seems City Council has not given enough thought to the closure of a major artery like Corral Hollow. Mr. Hammudi suggested adding more resources in order to finish the project sooner. Mr. Hammudi also suggested City Council give the south side of Tracy some attention.

Wayne Templeton stated the frustration, testimony and concerns present Council with a marvelous opportunity to establish best practices and protocols going forward.

Kay thanked Council Member Ransom for her eloquently written letter and information. Kay asked Council to let the citizens know their strategy to reduce commute times.

Jackie Curtain applauded City Council and the developer for their empathies and supported the two month closure of Corral Hollow for the improvements. Ms. Curtain stated more tax dollars will be brought into the City which will allow the growth.

Jennifer Rowell stated when the road work on Corral Hollow between Grant Line and Byron was about to begin, a meeting was held and the process felt transparent. Ms. Rowell shared her disappointment regarding the handling of the Corral Hollow closure. Ms. Rowell stated she is concerned about Phase 9. It looks like traffic will be rerouted past Trainer Elementary. Ms. Rowell wanted to know what steps are being taken about additional traffic, and stated it is important to have a public hearing.

Gilberto Ceja stated he travels every day to Bay Area. Mr. Ceja expressed concern about funneling every one through these roads. There are temporary lights on Schulte and Lammers, which is working great but the timing could be different to help the flow. Mr. Ceja suggested a temporary light at Valpico and Corral Hollow.

Alice English expressed her support for the Corral Hollow closure. Ms. English encouraged the lights on Linne and Corral Hollow Roads. Ms. English applauded staff for their hard work and communication.

Maral Benham-Garcia stated she is a commuter who moved to Tracy for better quality of life. Ms. Garcia expressed concerns about lack of notification time to find alternatives, Ms. Garcia urged City Council to revisit the situation and find public transportation alternatives and suggested approaching the ACE train.

Matthew Stark expressed his concern about the lack of notification provided to the public. Mr. Stark added the only opportunity to address this issue would have been at the April 17, 2018, Council meeting which was cancelled. It would have been great to have a public forum to provide an opportunity for public input to come up with alternatives.

Mr. Raniwala asked why the complaints are being directed to a private citizen and not the City and is it being monitored by City staff.

City Council discussion continued.

Staff to reach out to Regional Transit District (RTD) and look at public transportation options to assist commuters.

ACTION: Motion was made by Council Member Dement and seconded by Mayor Pro Tem Vargas to accept Corral Hollow Road closure update and provide direction to staff. Roll call vote found all in favor; passed and so ordered.

4. APPROVE ACTIONS RELATED TO SUBMITTING A MEASURE TO THE VOTERS TO ADOPT AN ORDINANCE IMPOSING A CANNABIS BUSINESS TAX WHICH SHALL CUMULATIVELY NOT EXCEED 15% OF GROSS RECEIPTS ON COMMERCIAL CANNABIS ACTIVITIES IN TRACY TO FUND POLICE AND CODE ENFORCEMENT SERVICES AT THE ELECTION ON NOVEMBER 6, 2018, INCLUDING:

- (1) CALLING FOR AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 FOR THE ELECTION OF CERTAIN OFFICERS AND CONSIDERATION OF LOCAL BALLOT MEASURE(S), AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN ORDER THE CONSOLIDATION OF SAID

ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE

- (2) ORDERING THE CITY CLERK TO SUBMIT A MEASURE TO THE VOTERS TO ADOPT AN ORDINANCE IMPOSING A CANNABIS BUSINESS TAX ON COMMERCIAL CANNABIS ACTIVITIES IN TRACY TO FUND POLICE AND CODE ENFORCEMENT SERVICES AT THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 6, 2018 AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE
- (3) INTRODUCTION OF AN ORDINANCE ADDING CHAPTER 6.40 "CANNABIS BUSINESS TAX" TO TITLE 6 OF THE TRACY MUNICIPAL CODE TO IMPOSE A TAX ON COMMERCIAL CANNABIS ACTIVITIES SUBJECT TO APPROVAL OF TWO-THIRDS OF THE ELECTORS VOTING ON THE MEASURE AT THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 6, 2018

The City Clerk announced that correspondence was received from Mr. Nicolaou related to item 4 and provided to City Council and staff. A copy is available for the public in the City Clerk's office.

Mayor Rickman called for a recess at 10:02 p.m.

Mayor Rickman reconvened the meeting at 10:11 p.m. Agenda item 4 continued.

Karin Schnaider, Finance Director presented the staff report.

City Council comments and questions followed.

John Moraco from San Francisco stated he spends 30-50 hours in the Tracy as a manager for delivery of cannabis. Mr. Moraco would like to start moving toward paying tax to the City and be able to operate. Mr. Moraco stated a concern is the green zone spot, we pay for it now, and we would like to operate there now.

Spencer Sitnik provided information regarding his experience in the cannabis industry in Los Angeles. One delivery service is not enough to provide for law enforcement as required. Mr. Sitnik added he would like to be a part of helping to move things along in Tracy related to the industry.

Jennifer Rowell stated this is a great opportunity to fund not only law enforcement but also other services in the City. Ms. Rowell added to restrict money solely for law enforcement is to miss an opportunity. Ms. Rowell suggested the existing social services could ask for money to hire counselors and social workers at a more efficient cost, rather than using officers.

City Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Ransom to adopt Resolution 2018-082 calling and giving notice of a General Municipal Election to be held on November 6, 2018 for the election of certain officers and consideration of local ballot measure(s), and requesting the Board of Supervisors of the County of San Joaquin order the consolidation of said election

with the Statewide General Election to be held on that date. Roll call vote found all in favor; passed and so ordered.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Ransom to adopt Resolution 2018-083 ordering the City Clerk to submit a Measure to the voters to adopt an ordinance imposing a Cannabis Business Tax on commercial Cannabis activities in Tracy to fund Police and Code Enforcement Services at the General Municipal Election on November 6, 2018, and directing the City Attorney to prepare an impartial analysis of the Measure. Roll call vote found all in favor; passed and so ordered.

The City Clerk read the title of proposed ordinance

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Young to waive reading of text and introduce Ordinance 1255. Roll call vote found all in favor; passed and so ordered.

5. DISCUSS DEVELOPMENT OF A NEW MID-BLOCK CROSSING ADJACENT TO THE NEW SUTTER GOULD HOSPITAL ON EATON AVENUE AND PROVIDE DIRECTION TO STAFF – Item moved to be heard at a later date.

6. DISCUSS AND PROVIDE DIRECTION TO STAFF ON THE PRELIMINARY DESIGN CONCEPT FOR THE ELEVENTH STREET ENTRY MONUMENT – Item moved to be heard at a later date.

7. ITEMS FROM THE AUDIENCE – There was no one wishing to speak.

8. STAFF ITEMS - None

9. COUNCIL ITEMS

A. Appoint Five Applicants to the Board of Appeals to Hear an Appeal on an Administrative Decision Pertaining to Enforcement Related to Regulations Listed in the Tracy Municipal Code

Adrienne Richardson, City Clerk presented the staff report.

No one from the audience wished to speak.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to approve the Council subcommittee's recommendation and appoint Philip Aubin, Dennis Alegre, Jerry Yerian, James Caling, and John Davis to the Board of Appeals to hear an appeal on an administrative decision pertaining to enforcement related to regulations listed in the Tracy Municipal Code. Roll call vote found all in favor; passed and so ordered.

B. Appoint Applicants to the Transportation Advisory Commission

Adrienne Richardson, City Clerk presented the staff report.

No one from the audience wished to speak.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to approve the Council subcommittee's recommendation and appoint Roderick Stevenson and reappoint Alvin Vaughn and Tim Silva to the Transportation Advisory Committee. Roll call vote found all in favor; passed and so ordered.

C. Receive Report from City Council on Recent City Council Travel Out of State, Including Travel to Washington, D.C. for Lobbying Efforts for the San Joaquin Council of Governments (SJCOG) One Voice® Trip and Travel to Washington, D.C. for Lobbying Efforts for the City of Tracy

City Council members Dement, Ransom, Young and Mayor Pro Tem Vargas provided an overview of their Pre-One Voice® trip to Washington D.C. during the week of April 10-12, 2018. Mayor Rickman and Council Member Young provided an overview of their One Voice® trip to Washington D.C. during the week of following week.

No one from the audience wished to speak.

ACTION: Motion was made by Council Member Dement and seconded by Mayor Pro Tem Vargas to accept the report on recent City Council Travel out of State. Roll call vote found all in favor; passed and so ordered.

Mayor Pro Tem Vargas requested an agenda item regarding Joseph Trigo's request for a policy or initiatives that we could provide attainable housing by design, market rate housing and appropriate zoning for attached or detached homes for middle class. Council Member Ransom supported the request. Staff to return to Council on May 15, 2018, with a staff report providing an update and request direction regarding task forces related to homelessness, workforce, affordable housing, GMO as well as Mr. Trigo's requests for a policy or initiative for attainable housing by design.

Council Member Dement stated she had just got back from attending the National Association of Elected Officials Policy Institute on Workforce Development in New York and will have a report at the next Council meeting.

Council Member Young announced the following: National Day of Prayer, Thursday at noon to 1:00 p.m. on City Hall steps, Saturday Events: Cinco de Mayo, ALS Walk at Tracy Toyota. Council Member Young suggested checking the Tracy Press for this week's upcoming events.

Mayor Rickman announced the following: Great turn out for Relay for Life, Friday is first 2018 downtown block party featuring Latin rock from 6:00 -9:00 p.m., at 6th and Central, Saturday is ALS walk which starts at 7:30 a.m., Farmer's Market, Cinco de Mayo Cultural Event at La Plaza Market and Dancing with the Stars at 7:30 p.m. on Saturday. Mayor Rickman encouraged everyone to attend to raise money for charity. Mayor Rickman acknowledged Mother's Day.

10. ADJOURNMENT: Time: 11:12 p.m.

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

The above agenda was posted at the Tracy City Hall on April 26, 2018. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

May 15, 2018, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

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

Invocation was offered by Reverend Dev Raj Vijh, Sant Nirankari Mission

Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman present

Mayor Rickman recognized D.A.R.E. graduating students from Bella Vista, Delta Charter, Lammersville, Jacobsen, St. Bernard's, South, and Traina Elementary Schools

Mayor Rickman presented Certificates of Recognition to students participating in the Tracy High School Bulldog Project and the Kimball High School Jaguar Project

Mayor Rickman presented Certificates of Recognition to Celebrate Tracy Youth Photo Contest Winners - Samantha Holcomb, Marcus Hineman, Andrea Rivera, Alina Alfaro, and Josie Natarajan

Mayor Rickman presented Certificates of Appointment to Transportation Advisory Commissioner Roderick Stevenson and Certificates of Reappointment to Alvin Vaughn and Tim Silva

Mayor Rickman presented a proclamation for National Poppy Day to Anne Marie Fuller, President of Tracy American Legion Auxiliary

Jean Foletta-Morales, RTD Chief Operating Officer, provided a presentation regarding San Joaquin Regional Transit District

Randall Bradley, City Manager, requested to pull agenda item 6 due to receiving an update to a proposed initiative, and letters that implied litigation against the City concerning a housing program that has to do with RGAs. Mr. Bradley requested Council put the item on hold so staff can have time to evaluate the letters and potential litigation.

It was Council's consensus to pull the item and return as a separate agenda items at either a special meeting or at another regular Council meeting.

1. CONSENT CALENDAR – Following the removal of consent item 1.E by Council Member Ransom, motion was made by Council Member Young and seconded by Mayor Pro Tem Vargas to adopt the consent calendar. Roll call found all in favor; passed and so ordered.
 - A. Adoption of April 23, 2018, Special Meeting Minutes and May 1, 2018, Closed Session Minutes - Minutes were approved.

- B. Approve an Off-Site Improvement Agreement for Tracy Home2 Hotel at 2075 West Grant Line Road and 2455 North Corral Hollow Road – Resolution 2018-084 approved the Off-Site Improvement Agreement.
- C. Approval of the San Joaquin Council of Governments (SJCOG) Annual Financial Plan for Fiscal Year 2018-2019 – Resolution 2018-085 approved the San Joaquin Council of Governments Annual Financial Plan.
- D. Second Reading and Adoption of Ordinance 1255, an Ordinance of the City of Tracy adding Chapter 6.40 “Cannabis Business Tax” to Title 6 of the Tracy Municipal Code to Impose a Tax on Commercial Cannabis Activities in Tracy Subject to Voter Approval at the November 6, 2018, General Municipal Election – Ordinance 1255 was adopted
- E. Authorize a Ground Lease Agreement Between the City of Tracy and Philip Martin dba Philip Martin Farms for Farming Operations on City Property Located at the Corner of Eleventh Street and Chrisman Road

Council Member Ransom pulled the item for clarification regarding the cost savings to the City.

Kevin Tobeck, Project Specialist, responded to Council Member Ransom’s question

City Council questions and comments followed.

Michael Maciel stated either approve the lease or not, but the other issues brought up by Council were not part of item.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Young to adopt **Resolution 2018-086** authorizing a Ground Lease Agreement between the City of Tracy and Philip Martin dba Philip Martin Farms for farming operations on City property located at the corner of Eleventh Street and Chrisman Road. Roll call vote found Council Members Dement, Ransom, Young and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Vargas abstained.

- 2. ITEMS FROM THE AUDIENCE – Yubo Cody stated commuting is getting harder and suggested City council request all warehouse facilities along Schulte and Mountain House Parkway reduce their truck traffic during prime commute hours, between 5:00 a.m. and 9:00 a.m., to accommodate the commuters.

Robert Tanner announced on May 26, 2018, all the high schools have graduations and downtown will be packed: Tracy High, West and Kimball are at 9:00 a.m. and Millennium at 10:00 a.m. Also there is a block party on June 1, 2018 from 6:00 p.m. to 9:00 p.m. - Motown Soul.

Martin Evans spoke about people living in office space, wanting the convalescent hospital to go at Eaton and Bessie, and houses turning into businesses. Mr. Evans requested to meet with Alan Bell at the hospital to discuss issues.

Ben Bing stated there is too much growth in Tracy and not enough control. Mr. Bing added we are trapping ourselves inside and outside of Tracy. Mr. Bing further stated he

was never in favor of Measure A, but can see why we need a proposition like that to keep us in check. Warehouses and business parks are blocking us in Tracy.

Janice Harrell requested a crosswalk at 9th and A Streets and a stop sign. Ms. Harrell also stated the City needs affordable housing. Ms. Harrell provided a letter to the City Clerk.

Clara Stiles, representing Tracy African American Association announced the Juneteenth Celebration on June 2, 2018 at Lincoln Park from 10:00 a.m. to 5:00 p.m.

Alice English spoke about the Tri-Valley San Joaquin Valley Regional Rail Authority and stated there is support for relief of the I-205 and I-580 commuter gridlock. Ms. English suggested people sign an on-line petition: www.change.org – support the new train connection from Tracy to BART. The train is looking run every 24-27 minutes starting at River Island to the Bay Area.

A member from the audience expressed her interest in senior housing.

Lewis Lenni, TNT Fireworks, stated there is not one person that could rig the fireworks lottery. Mr. Lenni added Council Member Young assisted many organizations regarding the lottery who were not even aware of her help. Mr. Lenni wanted to set the record straight because he felt Council Member Young was being maligned.

Michael Maciel referred to item 6 that was pulled regarding consideration of putting a ballot initiative and stated it should be driven by the community members with no interference from City Council or the development community.

3. APPROVE AN AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY OUTLET PARTNERS, LLC, FOR THE LEASE OF A UNIT AT 1005 PESCADERO AVE. FOR THE PURPOSE OF STORAGE AND PROCESSING OF EVIDENCE AND PROPERTY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE OPTIONS TO EXTEND AND MINOR AMENDMENTS TO THE AGREEMENT

Alex Neicu, Police Captain presented the staff report.

City Council questions followed.

Tim Silva expressed his concerns regarding using retail space to store Police evidence as opposed to storage warehouse space. Mr. Silva added using high dollar retail space for storage is a waste of tax dollars.

Michael Maciel urged City Council to not take a permanent facility for evidence storage off the CIP list, and in the future make provisions for building the right facility.

City Council questions and comments continued.

Milly Barros, Broker for the owners, Tracy Outlet Partners, LLC. provided information regarding negotiation of the lease of a unit at 1005 Pescadero Ave and responded to City Council questions.

City Council directed staff to bring the item back at a later date and provide more details about the process used to negotiate the Lease and a plan that includes long term solutions to the Police Department storage issues.

4. APPROVE AN AGREEMENT BETWEEN THE CITY OF TRACY AND THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY REGARDING THE EMPLOYMENT OF PERSONNEL – Randall Bradley, City Manager pulled the item as the Joint Powers Authority is making amendments and will bring back in June.
5. PUBLIC HEARING TO CONSIDER APPROVAL OF THE TRACY VILLAGE DEVELOPMENT PROJECT, INCLUDING A SPECIFIC PLAN, TENTATIVE SUBDIVISION MAP, PREZONING, AND SUBMISSION OF AN ANNEXATION APPLICATION FOR THE PROJECT SITE AND 42 OUTPARCELS, AND THE CERTIFICATION OF AN ENVIRONMENTAL IMPACT REPORT AND ADOPTION OF STATEMENT OF OVERRIDING CONSIDERATIONS AND MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROJECT. (APNS 244-040-01 AND 244-030-01 AND 02; 244-030-01 THROUGH 244-030-21; AND 242-050-01 THROUGH 242-050-21 AND 242-040-29)

Vicky Lombardo, Senior Planner presented the staff report. Ms. Lombardo added a letter was received yesterday from an attorney representing Horizon Planet that has provided a lot of comments. This usually occurs during the draft circulation comment period. Staff wanted to respond verbally to those comments before Council made a decision.

Mary Bean, Consultant from First Carbon Solutions, read the responses to the comments into the record.

Jeff Schroeder, Ponderosa Homes, thanked staff for their efforts to get to this point and also thanked Wayne Schneider, Gene Birk and Roy Hawkins for sponsoring the initiative in 2015. Mr. Schroeder introduced their consultants and provided a Powerpoint presentation regarding Tracy Village - An Active Adult Community.

Christian Cebrian, CEQA Attorney reiterated staffs points regarding the water supply and referred to the EIR.

Mayor Rickman opened the public hearing.

Alice English expressed concerns regarding valley fever. Ms. English asked how the dust will be controlled when construction starts to minimize the possibility of valley fever.

Tim Silva expressed concerns regarding the age restriction, income restriction, gated community being a compound, and stated he was disappointed in the development and design and added it does not meet senior needs.

Mayor Rickman closed the public hearing.

City Council questions and comments followed. Staff and the Mr. Schroeder responded to City Council questions.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Young to adopt **Resolution 2018-087** approving executing an application to

LAFCO for annexation/prezoning of the 590 Tracy Village Development project lots and 42 adjacent lots (A/P13-0002), approving the Tracy Village Specific Plan (SPA18-0001), approving a Tentative Subdivision Map (TSM17-0003) for the Tracy Village Development Project, and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program and certifying the Environmental Impact Report for the Tracy Village Development Project. Roll call vote found all in favor; passed and so ordered.

Dina Lewis, Deputy City Clerk read the title of proposed Ordinance 1256.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Young to introduce **Ordinance 1256** an ordinance of the City of Tracy adopting the Tracy Village Specific Plan and prezoning and zoning the Tracy Village project site consisting of approximately 135 acres located south of Valpico Road and east of Corral Hollow Road, Assessor's Parcel Numbers 244-040-01 and 244-030-01 and 02 to the Tracy Village Specific Plan Zone, and prezoning and zoning of 42 lots adjacent to the Tracy Village Project site along the north side of Valpico Road and east side of Corral Hollow Road, consisting of Assessor's Parcel Numbers 244-030-29 to Residential Estate, Application Number A/P13-000. Roll call vote found all in favor; passed and so ordered.

6. DISCUSS AND PROVIDE DIRECTION REGARDING 1) THE IMPLEMENTATION OF THREE SEPARATE TASK FORCES TO ADDRESS AND DEVELOP STRATEGIES FOR A) HOMELESS HOUSING; B) POTENTIAL AMENDMENTS TO THE GROWTH MANAGEMENT ORDINANCE TO ENCOURAGE AFFORDABLE AND WORKFORCE HOUSING; AND C) INCENTIVES AND OTHER DESIGN STRATEGIES TO ENCOURAGE DEVELOPMENT OF AFFORDABLE AND WORKFORCE HOUSING AND 2) A POTENTIAL BALLOT MEASURE OR AMENDMENTS TO THE CITY'S GROWTH MANAGEMENT ORDINANCE – It was Council's consensus to pull the item and return with separate agenda items at either a special meeting or the next regular Council meeting
7. ITEMS FROM THE AUDIENCE – Tim Silva expressed concerns regarding the City not addressing the senior citizens, and added Tracy Village is addressing the wealthier people and the initiative was to help the senior citizens with restricted incomes.
8. STAFF ITEMS – None
9. COUNCIL ITEMS
 - A. Appointment of a City Council Subcommittee to Interview applicants to Fill a Vacancy on the San Joaquin County Commission on Aging

Dina Lewis, Deputy City Clerk, presented the staff report.

Council Member Young stated Cindy Gustafson, current Tracy representative on the San Joaquin County Commission on Aging would like to sit on the committee to interview the applicants for the commission as an advisory role.

ACTION: Motion was made by Mayor Rickman and seconded by Mayor Pro Tem Vargas to appoint Council Member Young and Mayor Pro Tem Vargas to interview the

applicants for the San Joaquin County Commission on Aging. Roll call found all in favor; passed and so ordered.

Mayor Pro Tem Vargas stated she walked possible sites at Legacy Fields and next to Legacy Fields that may be considered for a fortune Nature Park. The Nature Park Committee would like to formerly request that staff bring back to Council an item recommending that a Nature Park be built next to Legacy Fields. Mayor Pro Tem Vargas thanked Brian MacDonald and Don Scholl for meeting with the group.

Brian MacDonald, Parks and Recreation Director stated they had good discussion with the Nature Group and provided a tour and information on the property. Staff will come back at a future date for something for consideration and the next steps.

Mayor Pro Tem Vargas added the group felt the site would be complimentary for children, parents, grandparents that would like to have the ability to walk away from the noise and vibrancy of the sports center. Mayor Pro Tem Vargas also suggested a water feature with the trail system.

Council Member Ransom stated the item Council voted on as a Council was to create two liaison positions to include Council Member Dement and Mayor Pro Tem Vargas as those liaisons to the Nature Park Group. City Council did not vote to make this issue a Council item, and then it showed up as a budget item. Council Member Ransom asked staff to make sure Council is not overstepping by formally making the Nature Park part of a City proposal because it has gone from having two Council members serving as liaisons to the Nature Group, to now picking out property. It was not a City task force, or City group, it was a Nature Park group that asked for two Council liaisons. Council Member Ransom asked staff to review the recording for clarification of what the Nature Park Group's request was.

Council Member Young expressed concern about whether things are going through the proper channels. Council Member Young stated Council has not discussed this issue and has not made any decisions or approved actions. A community group is leading this effort so it should not be a part of our budget.

Staff was directed to send information to all Council Members regarding Council Members Ransom and Council Member Young's request.

Council Member Ransom spoke about the uptick in accidents near Schulte and Chrisman and requested a report regarding the uptick in accidents and about what can be done to make sure the City has adequate traffic controls for aggressive drivers.

Randall Bradley, City Manager responded the City has an aggressive plan in place and will evaluate that plan.

Council Member Ransom requested information regarding asking builders to add ADA options as an option when building new homes.

Thomas Watson, City Attorney responded the City does not have interior design standards for residential properties. Staff will look into that issue and respond to Council.

Mayor Rickman announced the following: National Police Week - May 13 -19, 2018; acknowledged those who have served and are currently serving in law enforcement. June 3, 2018 9:00 a.m. – Portuguese Holy Ghost Festa, procession starting at Portuguese Hall on 9th Street to St Bernard's Church off of Eaton and after mass, return to Portuguese Hall for lunch; congratulations to all graduates; Memorial Day weekend, West Coast Soccer is hosting showcase tournament, banners will be up for Memorial weekend honoring heroes. Banners will be in front of City Hall by the Tracy War Memorial; June 1, 2018 downtown block party – Motown Soul; June 2, 2018 at 8:00 p.m. Tribute band Johnny Cash at the Grand Theatre; Mayor welcomed newest Police Officer, Jonathan Birch, who came from Oakdale Police Department; wished his dad happy birthday.

Council Member Young invited everyone to Juneteenth on June 2, 2018, from 10:00 a.m. to 5:00 p.m. at Lincoln Park. Council Member Young congratulated all of the graduates of the Tracy high schools and added she attended West High's Senior night to present her son a scholarship. Council Member Young gave a shout out to her daughter for getting her degree at Howard University in Washington D.C. Council Member Young expressed concern regarding Mr. Bradley's March 6, 2018 agreement and read from Section C of the agreement. Council Member Young read an email from City Manager Bradley that was sent to the Fire Department on April 11, 2018 informing Fire Department staff he will assume direct administrative control of the Fire Department and SCFA while remaining as the City Manager. Council Member Young addressed the City Attorney and City Manager stating that Council needed to revisit the City Manager position based on this new information so they can initiate a closed session at the next scheduled meeting. Council Member Young emailed staff requesting clarification but has not received a response in five weeks and asked for an opportunity to bring back to Council to discuss the role of the City Manager position and scope of responsibility. When Council chose the Fire Chief to be City Manager it was clear we wanted his full focus on City Management but with the shift to take over even a portion of the Fire Department, she expressed her concern that it is a job to secure another job for the same person.

Randall Bradley, City Manager suggested having it in open session. Mr. Bradley added he stands on strong legal ground and his integrity is being questioned.

Council Member Ransom supported the request.

Council Member Young stated she did not want to appear that Mr. Bradley's integrity is being questioned. It is a matter of the position itself and to make sure the roles are clear.

10. ADJOURNMENT: Time: 11:03 p.m.

ACTION: Motion was made by Council Member Dement and seconded by Council Member Young to adjourn. Roll call vote found all in favor passed and so ordered.

The above agenda was posted at the Tracy City Hall on May 10, 2018. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

May 22, 2018, 4:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

1. Mayor Rickman called the meeting to order at 4:01 p.m.
2. Roll call found Council Members Dement, Ransom, Young and Mayor Rickman present. Mayor Pro Tem Vargas arrived at 4:17 p.m.
3. Items from the Audience – Robert Tanner thanked City Council for installing banners on Eleventh Street.
4. TO CONSIDER AN APPEAL OF THE CITY OF TRACY'S NOTICE AND ORDER FOR PROPERTY LOCATED AT 714 CENTRAL AVENUE – THE GREAT PLATE

Prior to presenting the staff report, Bianca Rodriguez, Deputy City Attorney, addressed the current status of the appellant BBS Adventures LLC. A review of the Secretary of State's website today revealed that BBS Adventures LLC. has been suspended by the Franchise Tax Board. This status suspends the Limited Liability Corporation corporate powers, rights and privileges in California including ability to sue or defend an action in California. However, the city conditionally proceeds with the appeal in the event BBS Adventures LLC. is able to cure its suspended status.

Ms. Rodriguez stated this is an appeal of a Notice and Order that the City issued to BBS Adventures LLC in October 26, 2017. The report mentions that it is an appeal of an earlier Notice and Order, that is an errata, and the correct date of the Notice and Order is October 26, 2017. Ms. Rodriguez continued with the staff report containing the factual history of the appealed Notice and Order.

Appellants Brandon Perry and Brad Albom were present.

Daniel Butt, Attorney for the appellants arrived at 4:31 p.m.

City Council questions followed.

Nira Doherty, Attorney from Burke, Williams & Sorenson LLP, was present to represent the City Council and responded to Council questions.

City Council questions for staff and the appellants followed.

Ana Contreras, Code Enforcement Manager, Chris Landreth, Building Inspector, and Jim Decker, Code Enforcement Officer provided a history of the actions taken by staff and responded to City Council's questions.

The appellant and building owner Brandon Perry, Brad Albom and the appellant's Attorney Daniel Butt presented their case and responded to City Council's questions.

There was no one from the audience that wished to speak.

City Council deliberation followed.

ACTION: Motion was made by Council Member Dement and seconded by Mayor Pro Tem Vargas to adopt a Resolution upholding the Notice and Order issued on property located at 714 Central Avenue – Code Enforcement Case 16CD-0188. Roll call vote found Council Members Dement, and Mayor Pro Tem Vargas in favor. Council Member Ransom, and Young, and Mayor Rickman opposed. Motion failed.

ACTION: Motion was made by Council Member Young and seconded by Council Member Ransom to uphold the Notice and Order issued on property located at 714 Central Avenue – Code Enforcement Case 16CD-0188. City Council also directed staff to return with a future agenda item identifying all required corrections, citations to code violations and timelines for completion of all work required (including timelines for pulling building permits, commencement of work, and completion dates). Council further required that the timelines for the completion of work to correct violations presenting imminent life and safety hazards should differ from the timelines for the completion of work to correct violations presenting non-imminent hazards. Roll call vote found Council Members Ransom, Young and Mayor Rickman in favor. Council Member Dement and Mayor Pro Tem Vargas opposed; passed and so ordered.

5. Adjournment: Time: 6:57 p.m.

ACTION: Motion made by Council Member Ransom and seconded by Council Member Dement to adjourn. Roll call vote found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on May 10, 2018. 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

July 17, 2018, 6:15 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 6:15 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas, and Mayor Rickman present.
3. ITEMS FROM THE AUDIENCE –There were no speakers.
4. CLOSED SESSION
 1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

 - City Negotiators:

Randall Bradley, City Manager
Midori Lichtwardt, Interim Assistant City Manager
Kimberly Murdaugh, Interim Director of Human Resources
Karin Schnaider, Finance Director
Thomas Watson, City Attorney
Tim Davis, Special Counsel
 - Employee Organizations:

Tracy Police Officers' Association (TPOA)
South County Fire Chief Officers Association (SCFCOA)
City of Tracy Technical and Support Services Employee Association (TTSSEA)
5. MOTION TO RECESS TO CLOSED SESSION – Motion was made by Council Member Young and seconded by Mayor Pro Tem Vargas to recess the meeting to closed session at 6:15 p.m. Roll call vote found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – Mayor Rickman reconvened the meeting into open session at 7:10 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.

8. ADJOURNMENT – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Young to adjourn the meeting. Roll call vote found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman in favor; passed and so ordered. Time 7:11 p.m. .

The agenda was posted at City Hall on July 12, 2018. The above are action minutes.

ATTEST:

Mayor

City Clerk

July 17, 2018, 7:00 p.m.

City Council Chambers, 333 Civic Center Plaza

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

Mayor Rickman called the meeting to order at 7:18 p.m. and led the Pledge of Allegiance.

Invocation was offered by Pastor Scott McFarland, Journey Christian Church

Randall Bradley, City Manager presented the Employee of the Month award for July 2018 to Marcel Miranda, Information Technology Technician I, Information Systems

D.A.R.E Students Hana Oshima, Brianna Carino, Makayla Koochu, Nadine Koochu, Alex Cruz, Nicole Brown and Cade Albracht provided a report on their trip to Africa

1. CONSENT CALENDAR – Following the removal of consent items 1.E, 1.J and 1.K by Council Member Young motion was made by Mayor Pro Tem Vargas and seconded by Council Member Ransom to adopt the consent calendar. Roll call found all in favor; passed and so ordered.
 - A. Adoption of June 19, 2018 closed session minutes, June 19, 2018 regular meeting minutes and June 29, 2018 special meeting minutes – Minutes were adopted
 - B. Approve the Park Improvement and Reimbursement Agreement for Tracy Hills Neighborhood Park 1, and Authorize the City Clerk to File the Agreement with the Office of the San Joaquin County Recorder – Resolution 2018-133 approved the agreement.
 - C. Approve the Agreement Between the City of Tracy and Ebrahim Kaabipour and Shahla Kaabipour Trustees or Successor Trustees of Ebrahim “Abe” Kaabipour and Shahla Kaabipour Revocable Living Trust, Dated February 9, 2007 to Acquire an Easement for the Construction of the Tracy Hills Trunk Sewer Force Mains – Resolution 2018-134 approved the agreement.
 - D. Approve the Final Subdivision Map for Brookview II-Unit 3 Tract 3952, to Create 11 Residential Lots within the Brookview II Subdivision – Resolution 2018-135 – approved the Final Subdivision Map.
 - F. Approve an Improvement and Inspection Agreement for Tract 3955, Tracy Hills Village 7A – Resolution 2018-136 approved the agreement.
 - G. Accept the Offsite Water Line Improvements on Arbor Avenue and MacArthur Drive for the DCT Industrial Distribution Facility, Constructed by DCT Arbor Avenue LLC, Assume Responsibility for their Future Maintenance and Repair, and Authorize the City Engineer to Release Bonds in Accordance with the Terms of the Agreement – Resolution 2018-137 accepted the offsite water line improvements and release of bonds.
 - H. Reschedule the Regular City Council Meeting Scheduled for Tuesday, November 6, 2018, to Wednesday, November 7, 2018, due to the General Municipal Election – Resolution 2018-138 rescheduled the Council meeting.

- I. Declare Certain Vehicles and Equipment as Surplus and Approve their Sale – Resolution 2018-139 declared certain vehicles and equipment as surplus.
- L. Waive Second Reading and Adopt Ordinance 1257, an Ordinance of the City of Tracy Amending Sections 9.44.030 and 9.44.040 of the Tracy Municipal Code – Ordinance 1257 was adopted
- M. Award a Professional Services Agreement to All City Management Services, Inc. for School Pedestrian Crossing Guard Services from August 6, 2018 to June 30, 2019 – Resolution 2018-140 awarded the agreement
- N. Reject Bid Protest on the Grounds that the Irregularity is Non-Material and Exercise Discretion to Waive it, Award a Construction Contract to Diede Construction, of Lodi, California, Approve a Contingency Amount, Approve Amendment No. 2 to the PSA with LDA Partners for Construction Support Services, and Authorize an Appropriation of \$350,000 from General Fund 301- Measure V (107) for Construction of the Senior Center Upgrade/Expansion CIP 71093 and 78155 – Resolution 2018-141 rejected the bid protest, awarded the contract to Diede Construction, approved a contingency amount, approved Amendment No. 2 to PSA with LDA Partners, and authorized the appropriation.
- O. Accept Subdivision Improvements for the Cose Lane Subdivision, Tract 3623 and Dedicated Right of Way, Constructed by HRDB Investment LLC, Assuming Responsibility for their Future Maintenance and Repair, and Authorize the City Engineer to Release the Bonds in Accordance with the Subdivision Improvement Agreement – Resolution 2018-142 accepted the subdivision improvements and release of bonds.
- P. Accept Offsite Roadway, Sewer, and Storm Drainage Improvements for the DCT Industrial Building, Constructed by DCT Arbor Avenue LLC, Assume Responsibility for their Future Maintenance and Repair, Accept all Offers of Dedication of Public Rights of Way, and Authorize the City Engineer to Release all Bonds in Accordance with the Terms of the Agreement – Resolution 2018-143 accepted the Offsite Roadway, Sewer, and Storm Drainage Improvements, assumed responsibility for future maintenance and repair, accepted Offers of Dedication of Public Right of Way, and authorized the release of bonds.
- E. Establish a New Capital Improvement Project for Construction of the MacArthur Drive Overlay – Grant Line Road to I-205, Authorize a Transfer of \$500,000 from CIP 73156 and \$200,000 from CIP 73166, Allocate \$504,000 from SB-1 Fund to the New CIP, Award a Construction Contract to Tom Mayo Construction, and Approve a Contingency Amount of \$110,640

Council Member Young pulled the item to ask if there are any plans to recoup costs from the company who did not do the work correctly and if the City has a warranty to fall back on.

Robert Armijo, City Engineer and Thomas Watson, City Attorney responded to City Council questions.

No one from the audience wished to speak.

ACTION: Motion was made by Council Member Young and seconded by Council Member Ransom to adopt **Resolution 2018-144** establishing a new Capital Improvement Project for the MacArthur Drive Overlay Project – Grant Line Road to I-205, authorizing a Transfer of \$500,000 from CIP 73156 and \$200,000 from CIP 73166, allocating \$504,000 from SB-1 Fund to the new CIP, awarding a construction contract to Tom Mayo Construction, and approving a contingency amount. Roll call found all in favor; passed and so ordered.

J. Appoint Seven Youth Commissioners to the Youth Advisory Commission –

Council Member Young pulled the item and asked about the makeup of the commission and outreach to fill the youth and adult positions.

Jolene Jauregui-Correll, Recreation Services Supervisor provided the staff report and responded to City Council questions.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Young to adopt Resolution **2018-145** appointing seven youth commissioners to the Youth Advisory Commission. Roll call found all in favor; passed and so ordered.

K. Authorize an Appropriation of \$7,900,000 From Measure V Fund 107 and Various Capital Improvement Funds to CIP 78164 for the Construction Budget of Site Improvements for Phase 1D of Legacy Fields

Council Member Young pulled the item for clarification on the fiscal impact.

Richard Joaquin, Parks Planning and Development Manager presented the staff report.

Karin Schnaider, Finance Director and Brian MacDonald, Parks and Recreation Director responded to City Council questions.

Michael Maciel asked if the funding is solely for the western wagon wheel if the eastern wagon wheel already has the amenities or is the City not considering those amenities for the western wagon. Mr. Maciel also asked about anticipated phases, and estimate of phase one completion.

Hector Hernandez provided historical background about the first Tracy Soccer Club, naming facilities, and lack of recognition from the City.

City Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Ransom to adopt Resolution 2018-146 authorizing an appropriation of \$7,900,000 from Measure V Fund 107 and various Capital Improvement Funds to CIP 78164 for the construction budget of site improvements for Phase 1D of Legacy Fields. Roll call vote found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE - Mary Mitracos on behalf of the Nature Park Advocates stated the group was happy to see Legacy Fields getting closer to completion. Ms. Mitracos stated the 2009 EIR for Legacy Fields includes an 86 acre parcel in the report immediately to the south of Legacy Fields, which was referred to as a passive recreation area and is all the land needed to make a nature park. Ms. Mitracos requested an agenda item to discuss the reallocation of \$50,000 allocated by previous Council to talk with the County about a joint nature park.

Robert Tanner suggested City Council stop selling safe and sane and make all fireworks illegal.

Lisa Roth addressed City Council regarding illegal fireworks and expressed appreciation for the Police and Fire Departments for their efforts dealing with the public safety issue. Ms. Roth stated she has been working with a group of residence since July 4, and has met with Police and Fire and the City Manager, which indicates the City also wants to find a solution and collaborate together, a community and City partnership.

George Petrulakis expressed concern regarding the City spending money on a Gateway plan on behalf of developers and land speculators. Mr Petrulakis expressed concern regarding the Tracy Gateway planning area being changed from office park land to small houses, and invited anyone with information or documentation to contact him regarding the change of land use, at the following: 209 -604-4010, 209-522-0500 extension 1, George@petrulakis.com or mail to P.O. Box 92, Modesto 95354.

Steve Nicolaou quoted from the Grand Jury Report issued on ethics and stated he is looking forward to adopting a robust ethics policy that achieves the goals outlined in the Grand Jury Report. Mr. Nicolaou stated he contacted the FPPC enforcement regarding the status of a complaint and was told the complaint is still open. Mr. Nicolaou submitted a handout into the record.

3. ACCEPT THE CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION FOR THE WORKFORCE AND SENIOR HOUSING RESIDENTIAL ATTAINMENT INITIATIVE AND DISCUSS AND PROVIDE DIRECTION ON THE FOLLOWING: (1) DIRECT STAFF TO PREPARE AN INFORMATIONAL REPORT ON THE INITIATIVE AND, IF THE DIRECTION IS TO PREPARE THE REPORT, APPROPRIATE \$25,000 FROM GENERAL FUND RESERVES OR (2) SUBMIT THE INITIATIVE TO THE VOTERS AT THE NEXT REGULAR MUNICIPAL ELECTION ON NOVEMBER 6, 2018 AND DIRECT THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS, SET THE DATES FOR SUBMITTAL OF BALLOT ARGUMENTS, AND DETERMINE WHETHER TO ALLOW REBUTTAL ARGUMENTS AND APPROPRIATE \$75,000 FROM GENERAL FUND RESERVES

Adrienne Richardson, City Clerk presented the staff report.

A Tracy resident requested that City Council make homes more affordable in Tracy.

Robert Tanner asked if the initiative passes does it cover the land outside of the City limits or sphere of influence, the City does not own. Mr. Tanner asked if the developer wants to do senior or workforce housing will there be 1,000 RGA's or stay within the 600 limit.

Ajmer Singh expressed his support for the exemption as it would help produce

affordable housing.

George Petrulakis stated he did not have a position on the initiative but noted that a passage of it will facilitate residential growth in the Gateway area. Mr. Petrulakis encouraged City Council to obtain Section 9212 information report and take the time to understand the initiatives impact on the items listed in the City's General Plan and Specific Plan. Mr. Petrulakis suggested that the proponents should be paying the elections cost, not the City.

Mike Sandhu stated Mr. Petrulakis's client had the opportunity to buy the Tracy Gateway land. The land is available if they are going to build middle class homes. Mr. Sandhu added only Tracy residents can be in the lottery system in the initiative. Mr. Sandhu stated no one has built middle class housing in Tracy in the past 20 years.

City Council questions and discussion ensued.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to accept the report of the City Clerk on declaring the sufficiency of this initiative petition and adopt Resolution 2018-147 directing that an informational report be prepared pursuant to Section 9212 of the Elections Code and appropriating \$25,000 from the General Fund Reserves for the costs associated with preparing the report, unless the applicant would like to reimburse the City, have the report back to the Council by August 3rd and have a special meeting to be held prior to August 10, 2018. Roll call vote found all in favor; passed and so ordered.

4. PUBLIC HEARING TO CONSIDER (1) APPROVING THE ENGINEER'S ANNUAL LEVY REPORT; AND (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2018/2019

Mayor Rickman announced that Council Member Ransom would abstain from voting on Zone 15 and Council Member Young would abstain from voting on Zone 3.

Don Scholl, Public Works Director introduced Robin Kloepfer, Public Works Management Analyst II, who presented the staff report.

Mayor Rickman opened the public hearing.

No one wished to speak.

Mayor Rickman closed the public hearing.

ACTION: Motion was made by Council Member Young and seconded by Council Member Dement to adopt Resolution 2018-148 approving the Engineer's Report regarding the proposed levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District, Pursuant to the provisions of the Landscaping and Lighting Act of 1972 for Fiscal Year 2018/2019. Roll call vote found all in favor; passed and so ordered. Council Member Ransom abstained from voting on Zone 15. Council Member Young abstained from voting on Zone 3.

ACTION: Motion was made by Council Member Young and seconded by Council Member Ransom to adopt Resolution 2018-149 ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2018/2019. Roll call vote found all in favor; passed and so ordered. Council Member Ransom abstained from voting on Zone 15. Council Member Young abstained from voting on Zone 3.

5. APPROVAL OF A RESOLUTION SUPPLEMENTING RESOLUTION NO. 2016-161 TO AUTHORIZE THE ISSUANCE AND SALE OF SPECIAL TAX BONDS FOR THE PURPOSE OF FINANCING AUTHORIZED FACILITIES, AND APPROVING AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS

Karin Schnaider, Finance Director presented the staff report.

Mayor Rickman opened the public hearing.

Mike Souza, Tracy Hills Project Manager thanked staff for their work and meeting time frames and supported everything in the report.

Mayor Rickman closed the public hearing.

There were no comments from City Council.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to adopt Resolution 2018-150 a resolution supplementing Resolution No. 2016-161 to authorize the issuance and sale of special tax bonds for the purpose of financing authorized facilities, and approving and authorizing related documents and actions – Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills). Roll call vote found all in favor; passed and so ordered.

6. ADOPT THE RESOLUTION OF CONSIDERATION TO AMEND AND RESTATE THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX, INCREASE THE AUTHORIZED PRINCIPAL AMOUNTS OF INDEBTEDNESS FOR THE CFD AND IMPROVEMENT AREA NO. 1, INCREASE THE ANNUAL APPROPRIATIONS LIMIT FOR IMPROVEMENT AREA NO. 1 AND AMEND THE EXISTING BOUNDARIES OF THE CFD, IMPROVEMENT AREA NO. 1 AND FUTURE ANNEXATION AREA AND TO SET A PUBLIC HEARING FOR AUGUST 21, 2018 FOR THIS MATTER

Karin Schnaider, Finance Director presented the staff report.

Mayor opened public hearing.

No one wished to speak.

Mayor closed public hearing.

There were no comments from City Council.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to adopt Resolution 2018-151 a resolution of consideration to amend and restate the rate and method of apportionment of special tax, increase the authorized

principal amounts of indebtedness for the CFD and Improvement Area No. 1, increase the annual appropriations limit for Improvement Area No. 1 and amend the existing boundaries of the CFD, Improvement Area No. 1 and future annexation area – CFD No. 2016-1 (Tracy Hills). Roll call vote found all in favor; passed and so ordered.

7. INTRODUCE AN ORDINANCE FORMING THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY

Karin Schnaider, Finance Director introduced Chris Lynch, Bond Counsel from Jones Hall presented the staff report.

Mayor Rickman opened the public hearing.

Michael Maciel stated he did not understand how the termination of the JPA with the fire authority would morph into a JPA with an Industrial Development Authority. Mr. Maciel added it seems what is being proposed is a JPA with the City of Tracy and Tracy Industrial Development Authority which is governed by City Council.

Mayor Rickman closed the public hearing.

City Council questions and comments followed.

The City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Young and seconded by Council Member Ransom to waive the reading of the text and introduce Ordinance 1258 an ordinance of the City Council of the City of Tracy forming Tracy Industrial Development Authority. Roll call vote found all in favor; passed and so ordered.

8. PUBLIC HEARING TO INTRODUCE AN ORDINANCE AND APPROVE AN AMENDMENT TO THE TRACY MUNICIPAL CODE TO AMEND SECTIONS 9.40.030 (STREET NAMES) AND 9.40.040 (RENAMING STREETS) IN CHAPTER 9.40 (STREET NAMES AND NUMBERING) OF TITLE 9 (BUILDING REGULATIONS) OF THE TRACY MUNICIPAL CODE

Robert Armijo, Assistant Development Services Director presented the staff report.

Mayor Rickman opened the public hearing.

Robert Tanner supported the item and asked why there is a 15 letter limit as some names could be more than 15 letters.

Mayor Rickman closed public hearing.

City Council questions and comments followed.

The City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Council Member Ransom and seconded by Mayor Pro Tem Vargas to waive the reading of the text and introduce **Ordinance 1259** an ordinance of the City of Tracy amending Sections 9.40.030 (Street Names) and 9.40.040

(Renaming Streets) in Chapter 9.40 (Street Names and Numbering of Title 9 (Building Regulations) of the Tracy Municipal Code. Roll call vote found all in favor; passed and so ordered.

9. PUBLIC HEARING TO CONSIDER APPROVAL OF A DEVELOPMENT REVIEW PERMIT TO CONSTRUCT THE TRACY HILLS COMMUNITY GATEWAY ICON, LOCATED AT THE NORTHWEST CORNER OF I-580 AND THE INTERCHANGE WITH CORRAL HOLLOW ROAD

Andrew Malik, Development Services Director presented the staff report.

John Palmer thanked staff for their hard work getting the icon to this point. Mr. Palmer added their goal is to submit for a building permit upon Council approval and begin construction.

Mayor Pro Tem Vargas opened the public hearing

There was no one from the audience wishing to speak.

Mayor Pro Tem Vargas closed the public hearing

City Council questions and comments followed.

ACTION: Motion was made by Council Member Young and seconded by Council Member Dement to adopt Resolution 2018-152 a resolution approving a development review permit to construct the Tracy Hills Community Gateway Icon, located at the northwest corner of I-580 and the interchange with Corral Hollow Road. Roll call vote found all in favor; passed and so ordered.

10. RECEIVE A STAFF PRESENTATION ON THE STATUS OF A PROPOSAL TO PROVIDE LAW ENFORCEMENT SERVICES BY THE CITY OF TRACY TO THE CITY OF LATHROP

Randall Bradley, City Manager presented the staff report.

Larry Esquivel, Police Chief gave an overview of operations, general benefits and timeline.

Robert Tanner stated there will be a lot of hiring before the September start date and asked who will be picking up the tab. Mr. Tanner asked if evidence in current Lathrop cases would be held in the Sheriff's office or transferred to Tracy or Lathrop.

City Council questions and comments followed.

Pat Withrow, San Joaquin County Sheriff Elect stated they resigned the contract with Lathrop recently for five years with a six month clause that they can break that contract.

City Council comments continued.

It was City Council consensus to accept the report.

11. INTRODUCE AN ORDINANCE ADDING SECTION 2.04.050 TO THE TRACY MUNICIPAL CODE TO PROHIBIT CERTAIN CONTRACTS BETWEEN THE CITY AND COUNCIL MEMBERS, CITY TREASURER, COMMISSIONERS AND APPOINTED OFFICIALS

Thomas Watson, City Attorney presented the staff report.

City Council questions and comments followed.

Motion was made by Council Member Ransom and seconded by Council Member Young to table the item and staff to return with a complete Code of Conduct package to be done in context. Roll call vote found Council Members Ransom and Young in favor. Council Member Dement, Mayor Pro Tem Vargas and Mayor Rickman opposed. Motion failed.

A Tracy resident expressed concern about the ordinance because there are more exceptions to the rules and absolves this Council from anything, it only affects those that come after this Council. The resident asked Council to respect the community, leave nonprofits where they are and keep things in perspective. The resident was concerned about exceptions under Section C1 and read from the section. There is no mention of any of City Council members recusal of situations where decisions involve there significant others and their contracts of spouses.

Dave Helm recapped on his allegations about Council Member Young being involved in the firework lottery. Mr. Helm provided handouts and read from the handout. One Living on Purpose, His Image Ministries and Tracy African American Association as recipients. Only one organization can operate the permit. Mr. Helm spoke about nonprofits gifting to another. Mr. Helm said he was concerned that their nonprofit status is suspended.

Dr. Clara Styles, President of Tracy African American Association stated TAAA is not suspended. Ms. Styles found it interesting that Mr. Helm provided two incorrect memos and stated his source should have provided Mr. Helm with the corrected memo also.

Yolanda Knight, Vice President for Tracy African American Association stated they are not suspended. Ms. Knight added she has submitted the application for the last two years. Ms. Knight further stated the ordinance is not transparent and Council can amend the ordinance or revisit it at another time.

Steve Nicolaou agreed that no public official should use their position to advance the interest of anybody, expand it to immediate family, corporations or a nonprofit. Mr. Nicolaou was concerned about the way the ordinance is drafted and provided examples of a Council Member as director of the Boys and Girls Club, and Planning Commissioners on the Board of Directors for the Tracy Chamber of Commerce that receives money from the City, and asked will they be affected. Mr. Nicolaou suggested creating a robust Code of Ethics and avoid any collateral damage.

Barbara Sassa, Executive Director provided an overview of the Sow A Seed organization and their services and positive impact on youth. Ms. Sassa stated this year the board accepted Rhodesia Ransom's recommendation not to apply for City grants, but is directed to apply for other grants. Ms. Ransom receives little to no benefit. Ms. Sassa stated the FPPC has said there is not conflict of interest for the City to contract with Sow A Seed.

Cliff Hudson stated Council's unintended consequences may cause him to make a decision. Mr. Hudson added he enjoys serving on the Planning Commission and the Chamber of Commerce board. The City needs a Code of Ethics. Mr. Hudson added he has had opportunities to contract to paint for the City of Tracy but he chooses not to. The ordinance needs to happen but in the correct way.

Roger Birdsall asked why it is so difficult for City Council to put together a Code of Ethics. Mr. Birdsall asked why the Grand Jury has to get involved for the City to do something that is right and suggested putting together a good Code of Ethics that will make everyone happy.

Pete Mitracos does not think a Council member or commissioner should be a board member of any nonprofit. Mr. Mitracos supported the ordinance.

Alice English expressed concerns regarding two Council members that sit on non-profits that receive funds but don't recuse themselves. If the Council Members are benefiting from it, it has to stop. Ms. English supported the ordinance.

City Council questions and discussion ensued.

It was Council's consensus that staff return to Council on August 21, 2018 with an amended ordinance to include: No financial benefit to a board member or one of prohibited individuals, definition of immediate family and incorporate them, with excluding volunteer positions that are nonpaid for any kind of organization, and look at Memorandum of Understanding (employment contracts) with immediate family and spouse.

12. ITEMS FROM THE AUDIENCE – Alice English spoke about a Code of Ethics and public records requests and her concerns with Council Member Ransom.

Ryan Haggerty read a letter into the record from Kul Sharma regarding an administrative hearing decision related to consent item 1.N.

Yolanda Knight thanked Council for not wordsmithing.

13. STAFF ITEMS - None

14. COUNCIL ITEMS

- A. Appoint an Applicant to Serve on the San Joaquin County Commission on Aging

Adrienne Richardson, City Clerk presented the staff report.

- ACTION:** Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Young to appoint Leroy Johnson to serve as the City of Tracy representative on the San Joaquin County Commission on Aging. Roll call vote found all in favor; passed and so ordered.

Mayor Pro Tem Vargas stated the Nature Park Group is requesting a meeting regarding the reallocation of \$50,000 on a nature park. Mayor Pro Tem Vargas read into the

record that the Nature Park, on July 5, 2017, August 15, 2017, October 30, 2017 and June 5, 2018 have come to have an opportunity to speak with Council and have an agenda item to discuss open spaces and nature park and reallocation of \$50,000. Council Member Dement supported the request.

Council Member Ransom stated she hoped Council will be a Council that is actually making the community proud. The community is smart enough to see what is going on and she appreciates the community for putting up with Tracy.

Council Member Dement mentioned 50 minutes ago she would have wished daughter Erica a happy birthday.

Council Member Young stated that in the item coming back to Council, leadership should be addressed. All items include commissioners and staff but there needs to be something addressing leadership. Council Member Young added there is a constant berating at every Council meeting from a commissioner against one of our Council Members. Council Member Young stated she is very uncomfortable with how these things are transpiring. It is constant disrespect and there should be something in the Code of Conduct that addresses that.

Mayor Rickman thanked everyone for making the 4th of July great event. Mayor Rickman announced the following: Downtown block party – Rock and Roll. Brews, Blues and BBQ, Katterra High Tech manufacturing is coming to Tracy with 500 employees and higher paying jobs.

15. ADJOURNMENT – Time: 12:55 a.m. Wednesday, July 18, 2018.

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

The above agenda was posted at the Tracy City Hall on July 12, 2018. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

August 8, 2018, 2:45 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 2:45 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas, and Mayor Rickman present.
3. ITEMS FROM THE AUDIENCE –There were no speakers.
4. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

- City Negotiators:

Randall Bradley, City Manager
Midori Lichtwardt, Interim Assistant City Manager
Kimberly Murdaugh, Interim Director of Human Resources
Karin Schnaider, Finance Director
Thomas Watson, City Attorney
Tim Davis, Special Counsel

- Employee Organizations:

City of Tracy Technical and Support Services Employee Association
(TTSSEA)

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (GOV. CODE § 54956.9)

Significant exposure to litigation pursuant to § 54956.9(d)(2). (One case).

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (GOV. CODE § 54956.9)

Initiation of litigation pursuant to § 54956.9(d)(4). (One case).

5. MOTION TO RECESS TO CLOSED SESSION – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Young to recess the meeting to closed session at 2:46 p.m. Roll call vote found Council Members Dement, Ransom, Young, Mayor Pro Tem Vargas and Mayor Rickman in favor; passed and so ordered.

6. RECONVENE TO OPEN SESSION – Mayor Rickman reconvened the meeting into open session at 3:56 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to adjourn the meeting. Roll call vote found Council Members Dement, Ransom, Mayor Pro Tem Vargas and Mayor Rickman in favor; passed and so ordered. Time 3:57 p.m. Council Member Young absent.

The agenda was posted at City Hall on August 7, 2018. The above are action minutes.

ATTEST:

Mayor

City Clerk

AGENDA ITEM 1.B

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3888, TRACY HILLS VILLAGE 2, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Final Subdivision Map for Tract 3888, Tracy Hills Village 2, for subdivision into 74 lots for single-family residential purposes. Approval of the Final Subdivision Map will facilitate recordation of the Final Subdivision Map, the construction of in-tract improvements, and the issuance of the building permits to construct the residential houses. Tracy Phase I, LLC, a Delaware limited liability company ("Subdivider"), has signed the Subdivision Improvement Agreement (SIA) and posted the required security to guarantee completion of the improvements required as a condition of approval of the Final Subdivision Map.

DISCUSSION

On April 5, 2016, the City Council approved the Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788 (VTSM), pursuant to Resolution No. 2016-066. The VTSM includes approximately 1,160 single-family residential lots, an approximately 50 acre mixed-use business park/commercial retail area, three public parks, school site, and numerous other Homeowners Association owned and maintained parcels. The Final Subdivision Map for Tract 3888, Tracy Hills Village 2, consists of 74 single-family lots within the boundaries of the aforementioned approximately 1,160-lot Tracy Hills Phase 1A project. Attachment A shows the overall Tracy Hills Phase 1A project area and the location of the Final Subdivision Map for Tract 3888, Tracy Hills Village 2.

The Subdivider is requesting approval of the Final Subdivision Map for Tract 3888, Tracy Hills Village 2, to create 74 single-family residential lots within the boundaries of, and in conformance with, the approved VTSM. The Final Subdivision Map for Tract 3888, Tracy Hills Village 2 (Attachment B) has been prepared on behalf of the Subdivider and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Subdivider to design and construct certain on-site improvements as a condition of approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement Plans for the required improvements, excepting landscape and irrigation improvements within the parkway strips along the proposed streets, have been prepared on behalf of the Subdivider, and approved by the City Engineer. The Landscape Plans are currently undergoing separate review by the Engineering Division.

The Subdivision Improvement Agreement (Attachment C) addresses construction of Sacramento Drive, Coriander Street, Ellerby Place, Tracker Place, Davie Place, Pickering Street, Vermont Avenue, Spanner Street, Spanner Court, and Fargo Court, and other in-tract improvements associated with the 74 lots that will be developed by the Subdivider as part of Village 2. The SIA will be amended at a later date to include the parkway landscape and irrigation improvements, upon approval of the Landscape Plans by the Engineering Division.

The Subdivider has executed the SIA and posted the required security to guarantee completion of the improvements.

The Final Subdivision Map has been reviewed as to its substantial compliance with approved Vesting Tentative Subdivision Map. The SIA, Final Subdivision Map, and Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements, the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way at that time.

FISCAL IMPACT

The Subdivider has paid the applicable engineering review fees, which include the cost of review of the Improvement Plans and processing the agreements.

STRATEGIC PLAN

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

RECOMMENDATION

That the Tracy City Council, by resolution, approve the Final Subdivision Map for Tract 3888, Tracy Hills Village 2, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

Prepared by: Nanda Gottiparthi, PE, SNG & Associates, Inc.

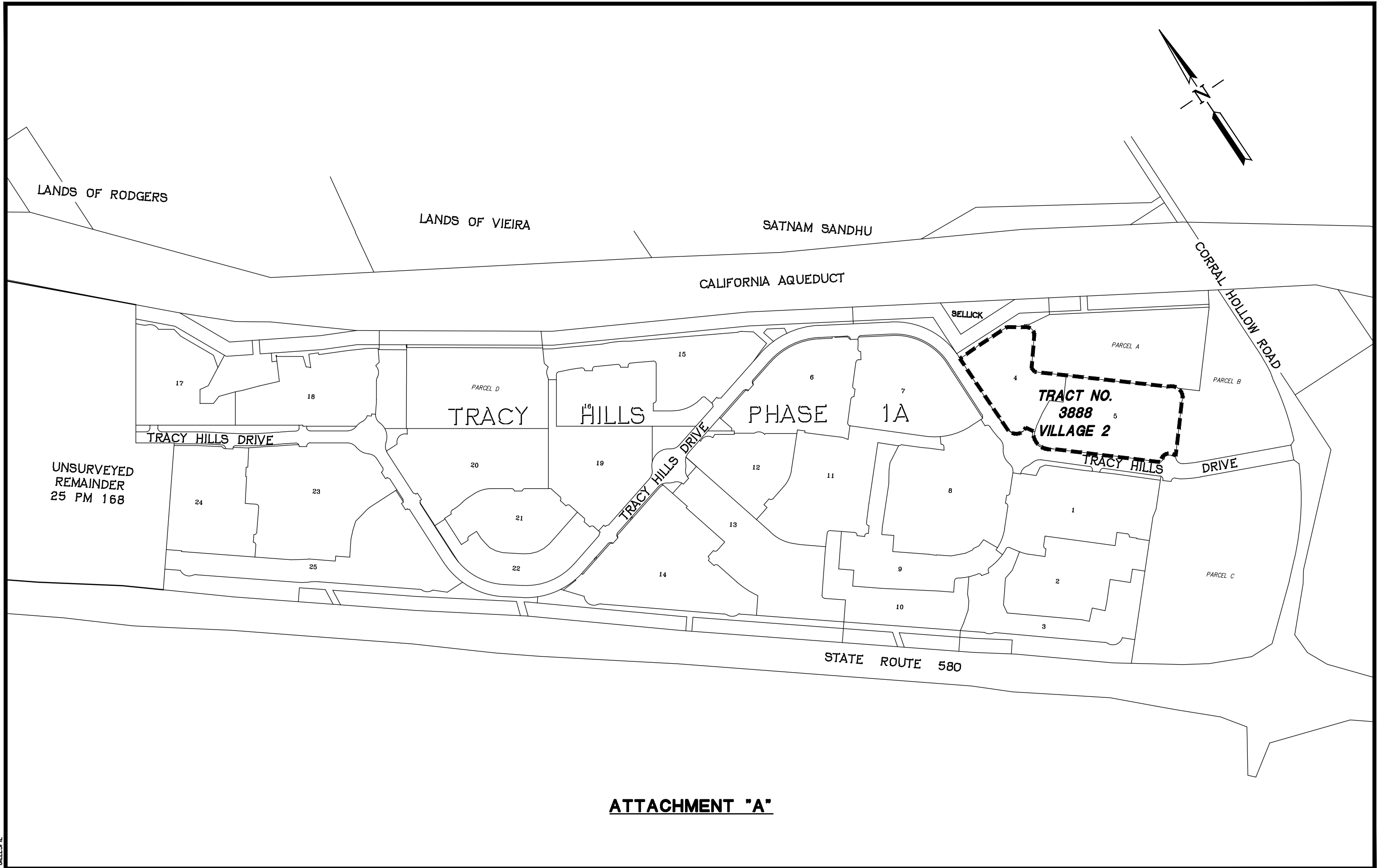
Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Andrew Malik, Development Services Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Final Subdivision Map
Attachment C – Subdivision Improvement Agreement

G:\JOB2012\121083-1\CAD FILES\00-EXHIBITS\SA EXHIBITS V2 - ATTACH_A.DWG 6/8/2018 11:02:31 AM ALLYSON GILESPE



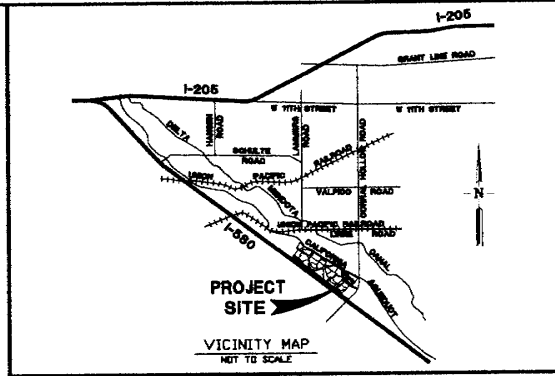
ATTACHMENT "A"

TRACT NO. 3888
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 2

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878
RECORDED JANUARY 28, 2018
IN BOOK 43 OF MAPS AND PLATS AT PAGE 17
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 9 S. R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLACASANTON, CALIFORNIA
JUNE 2018



OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3888, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 2", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "SACRAMENTO DRIVE", "CORIANDER STREET", "ELLERBY PLACE", "TRACKER PLACE", "DAVIE PLACE", "PICKERING STREET", "CRISELDO MINA AVENUE", "SPANNER STREET", "SPANNER COURT", AND "FARGO COURT", WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY IRREVOCABLY OFFERED FOR DEDICATION TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE LOT LABELED AS "A".

THE REAL PROPERTY DESIGNATED AS LOT "A", SHALL BE TRANSFERRED TO THE HOMEOWNERS ASSOCIATION, IN FEE, BY SEPARATE INSTRUMENT.

THE UNDERSIGNED HEREBY RELINQUISH TO THE PUBLIC FOREVER ALL ADJUTERS RIGHTS OF ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES SHOWN THUSLY: [diagonal lines] (LOTS 17, 18, 28, 29, 54, 55, 64, 65, AND 74 TO AND FROM CORIANDER STREET, LOTS 50, 51, 52, 53, AND 54 TO AND FROM CRISELDO MINA AVENUE, LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, AND 50 TO AND FROM TRACY HILLS DRIVE, LOTS 35 AND 36 TO AND FROM PARCEL JJJ OF TRACT NO. 3878, LOTS 34 AND 35 TO AND FROM LOT A, LOT 31 TO AND FROM ELLERBY PLACE, LOTS 59, 60, 68, AND 70 TO AND FROM PICKERING STREET, LOTS 1 AND 23 TO AND FROM SACRAMENTO DRIVE, LOTS 1, 2, AND 3 TO AND FROM PARCEL KKK OF TRACT NO. 3878, LOTS 12, 13, AND 22 TO AND FROM PARCEL R OF TRACT NO. 3878, LOTS 25 AND 26 TO AND FROM SPANNER STREET).

DATED THIS _____ DAY OF _____, 2018.

OWNER: TRACY PHASE I, LLC, A DELAWARE LIMITED LIABILITY COMPANY
888 SAN CLEMENTE, SUITE 100
NEWPORT BEACH, CA 92660

BY: _____
JOHN STANEK, AUTHORIZED REPRESENTATIVE

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED, CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER (i) THAT CERTAIN THIRD PARTY DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING DATED AS OF SEPTEMBER 28, 2017 AND RECORDED ON OCTOBER 4, 2017 AS INSTRUMENT NO. 2017-115289, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND (ii) THAT CERTAIN DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING DATED AS OF SEPTEMBER 29, 2017 AND RECORDED ON OCTOBER 4, 2017 AS INSTRUMENT NO. 2017-115277, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2018.

CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION

BY: _____
NAME: _____ TITLE: _____

TRUSTEE'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

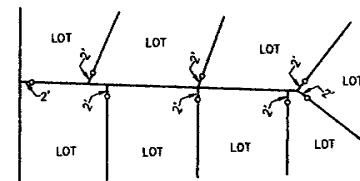
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

NOTES:

- 1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM13-0005) CONDITIONS OF APPROVAL DATED APRIL 5, 2018.
- 2. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
- 3. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEES: \$ _____ PAID

STEVE J. BESTOCHARDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

TRACT NO. 3888
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 2

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878
RECORDED JANUARY 25, 2018
IN BOOK 43 OF MAPS AND PLATS AT PAGE 17
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 6 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLACASANTON, CALIFORNIA
JUNE 2018

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRACY PHASE I, LLC, ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 2018.

SCOTT A. SHORTLIFFE, P.L.S. NO. 6441



CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY TRACY PHASE I, LLC, 888 SAN CLEMENTE, SUITE 100, NEWPORT BEACH, CA 92660, FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"SACRAMENTO DRIVE", "CORIANDER STREET", "ELLERBY PLACE", "TRACKER PLACE", "DAVE PLACE", "PICKERING STREET", "CRISELDO MINA AVENUE", "SPANNER STREET", "SPANNER COURT", AND "FARGO COURT".

THE CITY OF TRACY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF TRACY MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

CITY ENGINEER'S STATEMENT

I, ROBERT ARMUJO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3888, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 2", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2018.

ROBERT ARMUJO, R.C.E. NO. 63173
CITY ENGINEER



SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3888, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 2", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2018.

DAVID W. ENKE, L.S. NO. 4071



CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____, 2018, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO. _____ APPROVED THIS FINAL MAP OF "TRACT NO. 3888, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 2", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 17, 18, 28, 29, 54, 55, 64, 65, AND 74 TO AND FROM CORIANDER STREET, LOTS 50, 51, 52, 53, AND 54 TO AND FROM CRISELDO MINA AVENUE, LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, AND 50 TO AND FROM TRACY HILLS DRIVE, LOTS 35 AND 36 TO AND FROM PARCEL JJJ OF TRACT NO. 3878, LOTS 34 AND 35 TO AND FROM LOT A, LOT 31 TO AND FROM ELLERBY PLACE, LOTS 59, 60, 69, AND 70 TO AND FROM PICKERING STREET, LOTS 1 AND 23 TO AND FROM SACRAMENTO DRIVE, LOTS 1, 2, AND 3 TO AND FROM PARCEL KKK OF TRACT NO. 3878, LOTS 12, 13, AND 22 TO AND FROM PARCEL R OF TRACT NO. 3878, LOTS 25 AND 26 TO AND FROM SPANNER STREET, ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, AND REJECTED THE IRREVOCABLE OFFER OF DEDICATION OF THE LOT LABELED "A".

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____, 2018.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

BASIS OF BEARINGS

THE LINE TAKEN AS $N44^{\circ}38'35''W$ BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 116, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3095 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 116
- (4) PARCEL MAP, 25 PM 168
- (5) TRACT NO. 3878, 43 M & P 17
- (6) TRACT NO. 3788, 43 M & P 24

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

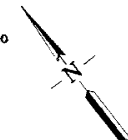
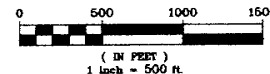
LEGEND

	TRACT MAP BOUNDARY LINE	PUE	PUBLIC UTILITY EASEMENT
	LOT LINE	PAE	PRIVATE ACCESS EASEMENT
	EXISTING EASEMENT LINE	SDE	STORM DRAIN EASEMENT
	NEW EASEMENT LINE	SSE	SANITARY SEWER EASEMENT
	MONUMENT LINE	EX	EXISTING
	MONUMENT TIE LINE	(M-M)	MONUMENT TO MONUMENT
	EXISTING PROPERTY LINE	(R)	RADIAL
	FOUND MONUMENT AS NOTED	(T)	TOTAL
	SET STANDARD MONUMENT, STAMPED LS 6441	O.R.	OFFICIAL RECORDS
	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	(DATA)	RECORD DATA & REFERENCE
	SET PER REFERENCE AS NOTED		
	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441		
	ABUTTERS RIGHTS OF ACCESS RELINQUISHED		

TRACT NO. 3888
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 2

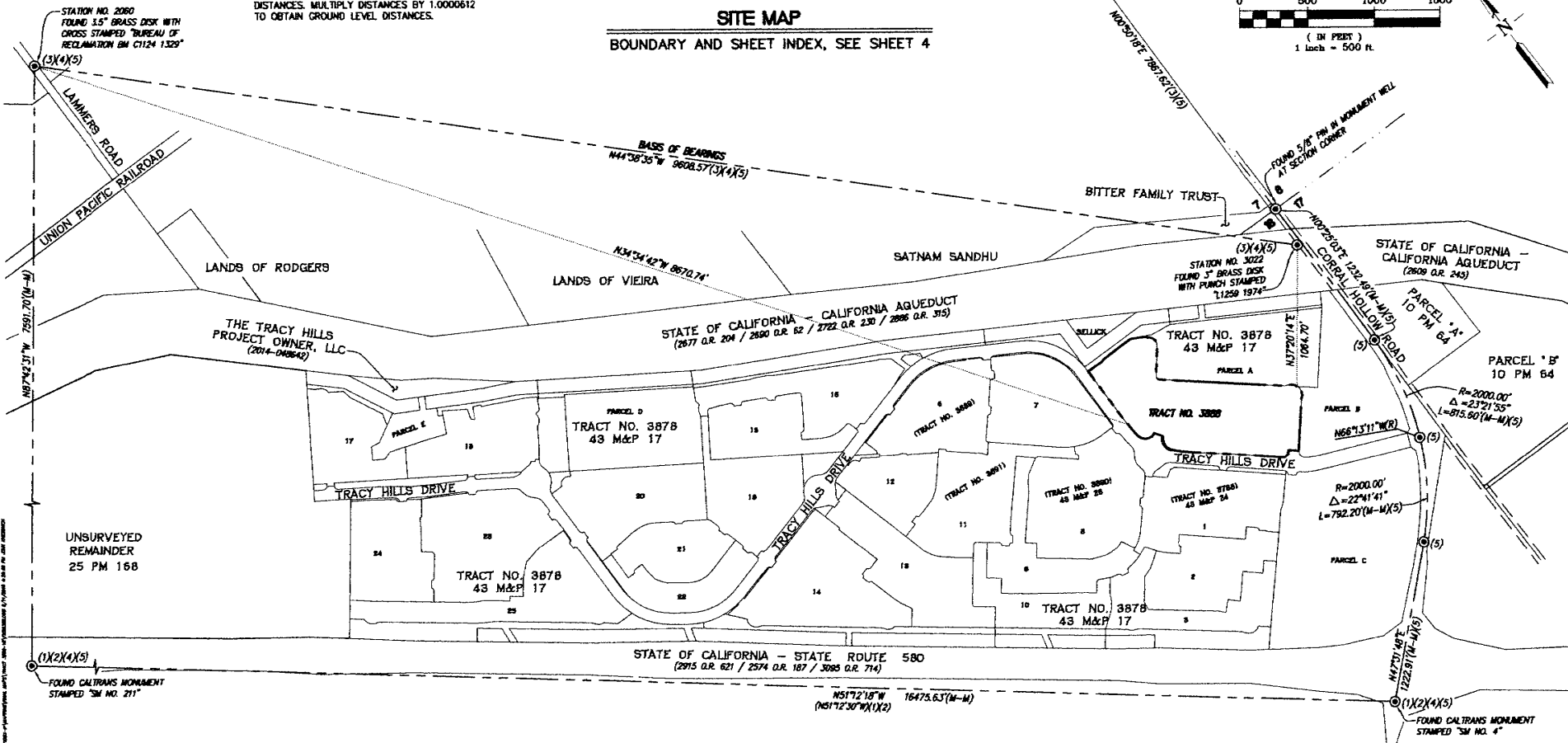
BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 26, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018



SITE MAP

BOUNDARY AND SHEET INDEX, SEE SHEET 4



BOUNDARY MAP

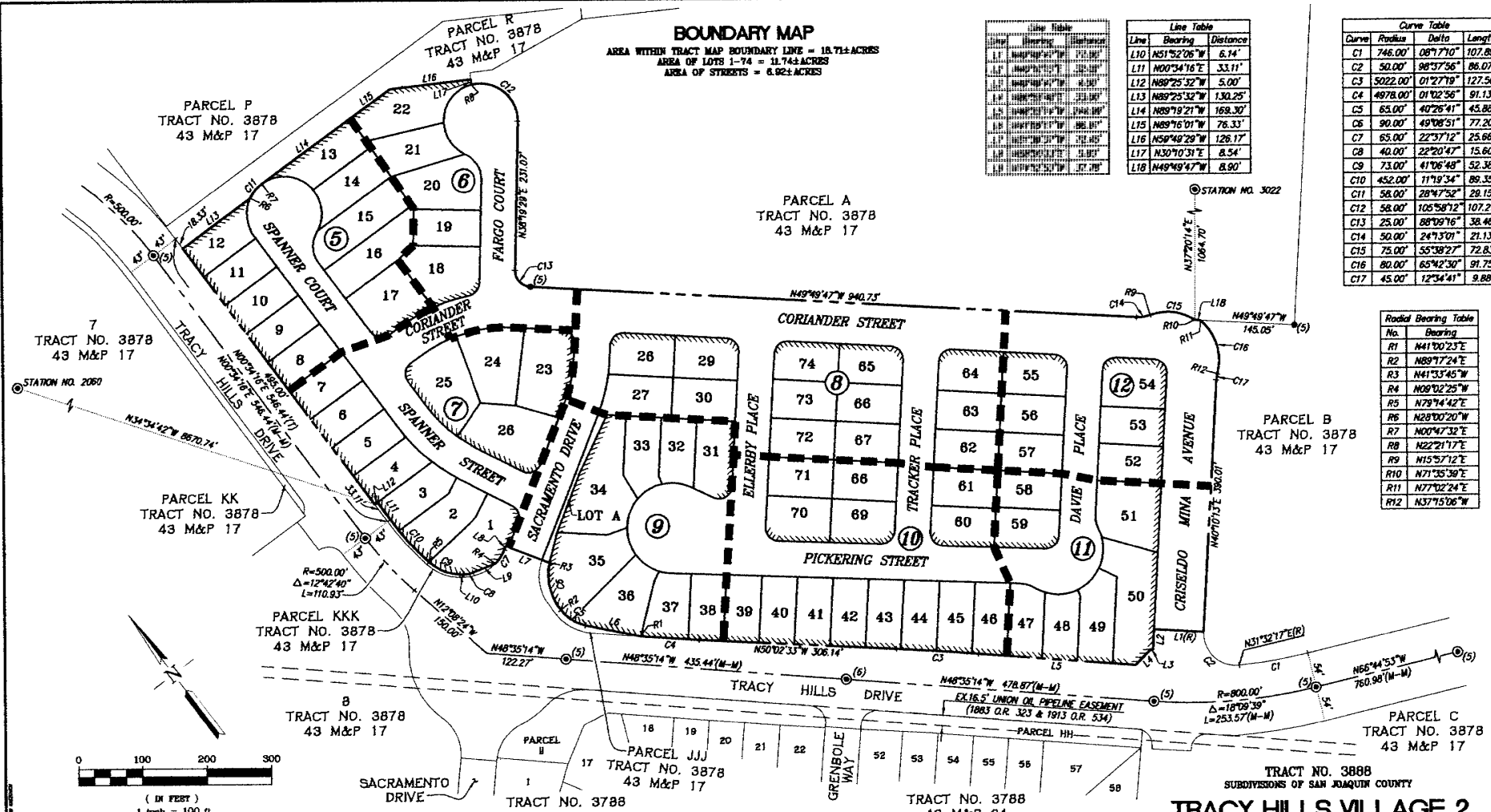
AREA WITHIN TRACT MAP BOUNDARY LINE = 18.71+ACRES
 AREA OF LOTS 1-74 = 11.74+ACRES
 AREA OF STREETS = 6.92+ACRES

Line	Bearing	Distance
L10	N51°52'06"W	6.14'
L11	N00°34'16"E	33.11'
L12	N89°25'32"W	5.00'
L13	N89°25'32"W	130.25'
L14	N89°19'21"W	169.30'
L15	N89°16'01"W	76.33'
L16	N89°48'29"W	126.17'
L17	N30°10'31"E	8.54'
L18	N49°49'47"W	8.90'

Curve	Radius	Delta	Length
C1	746.00'	087°17'0"	107.89'
C2	50.00'	98°37'56"	86.07'
C3	5022.00'	01°27'19"	127.56'
C4	4978.00'	01°02'56"	91.13'
C5	65.00'	40°26'41"	45.88'
C6	90.00'	49°08'51"	77.20'
C7	65.00'	22°37'12"	25.66'
C8	40.00'	22°20'47"	15.60'
C9	73.00'	41°06'48"	52.38'
C10	452.00'	11°19'34"	89.35'
C11	58.00'	28°47'52"	29.15'
C12	58.00'	106°58'12"	107.27'
C13	25.00'	88°09'16"	38.46'
C14	50.00'	24°13'01"	21.13'
C15	75.00'	55°38'27"	72.83'
C16	80.00'	65°42'30"	91.75'
C17	45.00'	12°34'41"	9.88'

Curve	Radius	Delta	Length
C1	746.00'	087°17'0"	107.89'
C2	50.00'	98°37'56"	86.07'
C3	5022.00'	01°27'19"	127.56'
C4	4978.00'	01°02'56"	91.13'
C5	65.00'	40°26'41"	45.88'
C6	90.00'	49°08'51"	77.20'
C7	65.00'	22°37'12"	25.66'
C8	40.00'	22°20'47"	15.60'
C9	73.00'	41°06'48"	52.38'
C10	452.00'	11°19'34"	89.35'
C11	58.00'	28°47'52"	29.15'
C12	58.00'	106°58'12"	107.27'
C13	25.00'	88°09'16"	38.46'
C14	50.00'	24°13'01"	21.13'
C15	75.00'	55°38'27"	72.83'
C16	80.00'	65°42'30"	91.75'
C17	45.00'	12°34'41"	9.88'

No.	Bearing
R1	N41°00'23"E
R2	N89°17'24"E
R3	N41°33'45"W
R4	N09°02'25"W
R5	N79°14'42"E
R6	N28°00'20"W
R7	N00°47'32"E
R8	N22°21'17"E
R9	N15°57'12"E
R10	N71°35'39"E
R11	N77°02'24"E
R12	N37°15'06"W



LEGEND

- | | | | |
|-----|---|-----|--|
| --- | TRACT MAP BOUNDARY LINE | --- | PUE PUBLIC UTILITY EASEMENT |
| --- | LOT LINE | --- | PAE PRIVATE ACCESS EASEMENT |
| --- | EXISTING EASEMENT LINE | --- | SDE STORM DRAIN EASEMENT |
| --- | NEW EASEMENT LINE | --- | SSE SANITARY SEWER EASEMENT |
| --- | MONUMENT LINE | --- | EX EXISTING MONUMENT TO MONUMENT |
| --- | MONUMENT TIE LINE | --- | (M-M) RADIAL |
| --- | EXISTING PROPERTY LINE | --- | (R) TOTAL |
| ○ | FOUND MONUMENT AS NOTED | --- | O.R. OFFICIAL RECORDS |
| ⊙ | SET STANDARD MONUMENT, STAMPED LS 6441 | --- | (DATA X1) RECORD DATA & REFERENCE |
| ● | 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 | --- | ABUTTERS RIGHTS OF ACCESS RELINQUISHED |
| ○ | SET PER REFERENCE AS NOTED | --- | ■ SHEET COVERAGE |
| ○ | SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 | --- | ⑤ SHEET NUMBER |

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

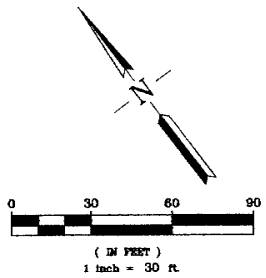
BASIS OF BEARINGS

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

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 26, 2018 IN BOOK 45 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 18, T. 3 S. R. 5 E. MOUNT DIABLO MERIDIAN

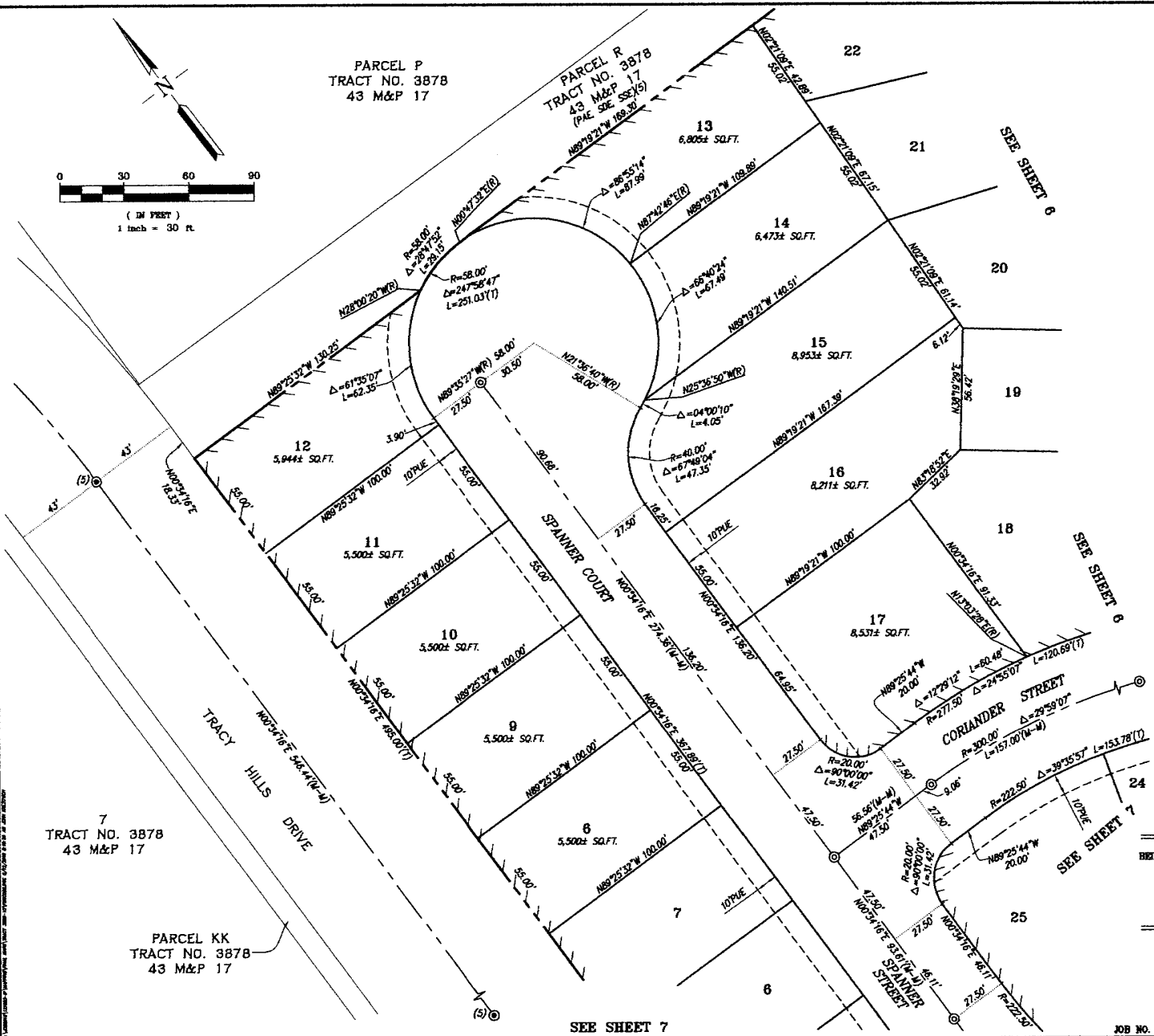
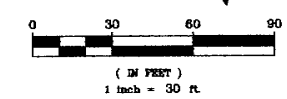
TRACY HILLS VILLAGE 2

CITY OF TRACY
 SAN JOAQUIN COUNTY, CALIFORNIA
 RUGGERI-JENSEN-AZAR
 CIVIL ENGINEERS, PLANNERS, SURVEYORS
 PLEASANTON, CALIFORNIA
 JUNE 2018



PARCEL P
TRACT NO. 3878
43 M&P 17

PARCEL R
TRACT NO. 3878
43 M&P 17
(PAC. SDE. SSE/5)



GRID NOTE:
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

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

LEGEND

---	TRACT MAP BOUNDARY LINE
---	LOT LINE
---	EXISTING EASEMENT LINE
---	NEW EASEMENT LINE
---	MONUMENT LINE
---	MONUMENT TO THE LINE
---	EXISTING PROPERTY LINE
⊙	FOUND MONUMENT AS NOTED
⊙	SET STANDARD MONUMENT, STAMPED LS 6441
•	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
PUE	PUBLIC UTILITY EASEMENT
PAC	PRIVATE ACCESS EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
EX	EXISTING
(M-M)	MONUMENT TO MONUMENT
(R)	RADIAL
(T)	TOTAL
O.R.	OFFICIAL RECORDS
(DATA)	RECORD DATA & REFERENCE
	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3888
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 2

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878
RECORDED JANUARY 26, 2018
IN BOOK 43 OF MAPS AND PLATS AT PAGE 17
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 16, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS-PLANNERS-SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018

7
TRACT NO. 3878
43 M&P 17

PARCEL KK
TRACT NO. 3878
43 M&P 17

SEE SHEET 7

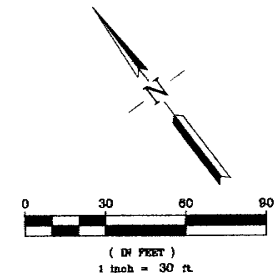
SEE SHEET 6

JOB NO. 121083

SHEET 5 OF 12 SHEETS

PARCEL P
TRACT NO. 3878
43 M&P 17

PARCEL R
TRACT NO. 3878
43 M&P 17
(PAE, SDE, SSE)(S)



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

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

LEGEND

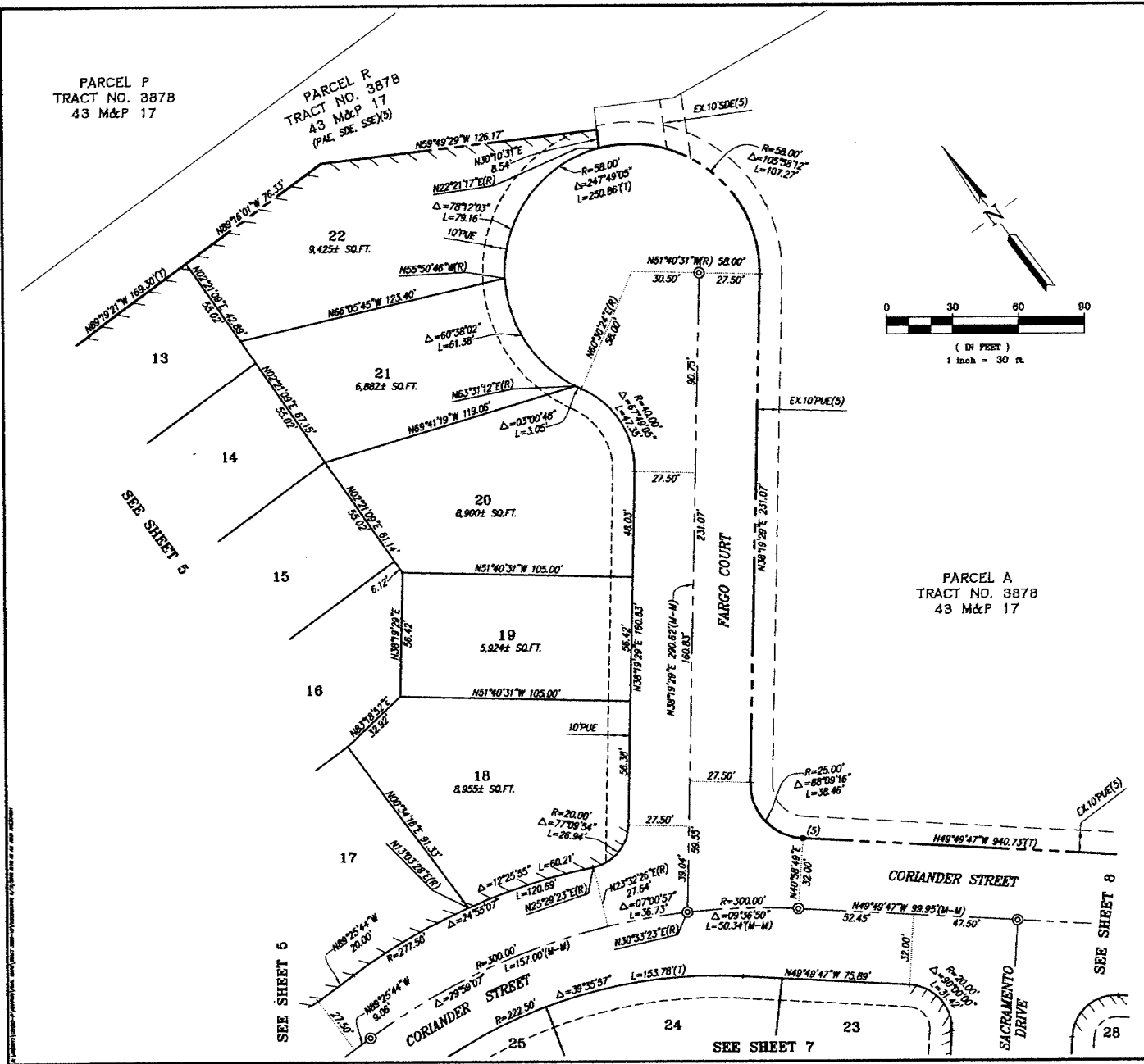
- TRACT MAP BOUNDARY LINE
- LOT LINE
- - - EXISTING EASEMENT LINE
- - - NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- PUE PUBLIC UTILITY EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- EX. EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA X1) RECORD DATA & REFERENCE
- ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

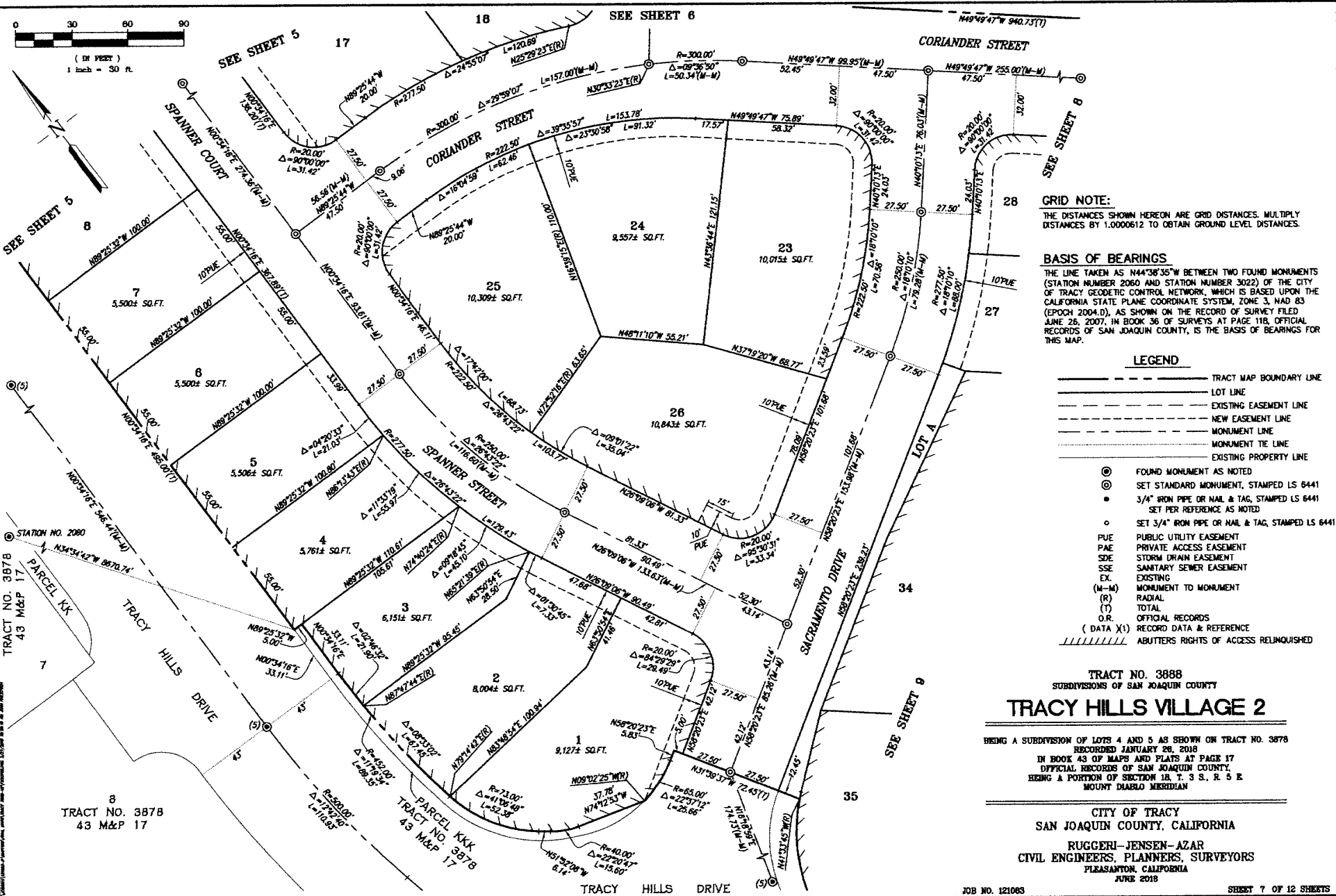
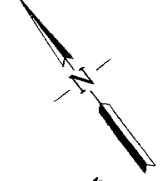
TRACT NO. 3888
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 2

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 28, 2016 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2016





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

BASIS OF BEARINGS:
THE LINE TAKEN AS N44°38'55"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

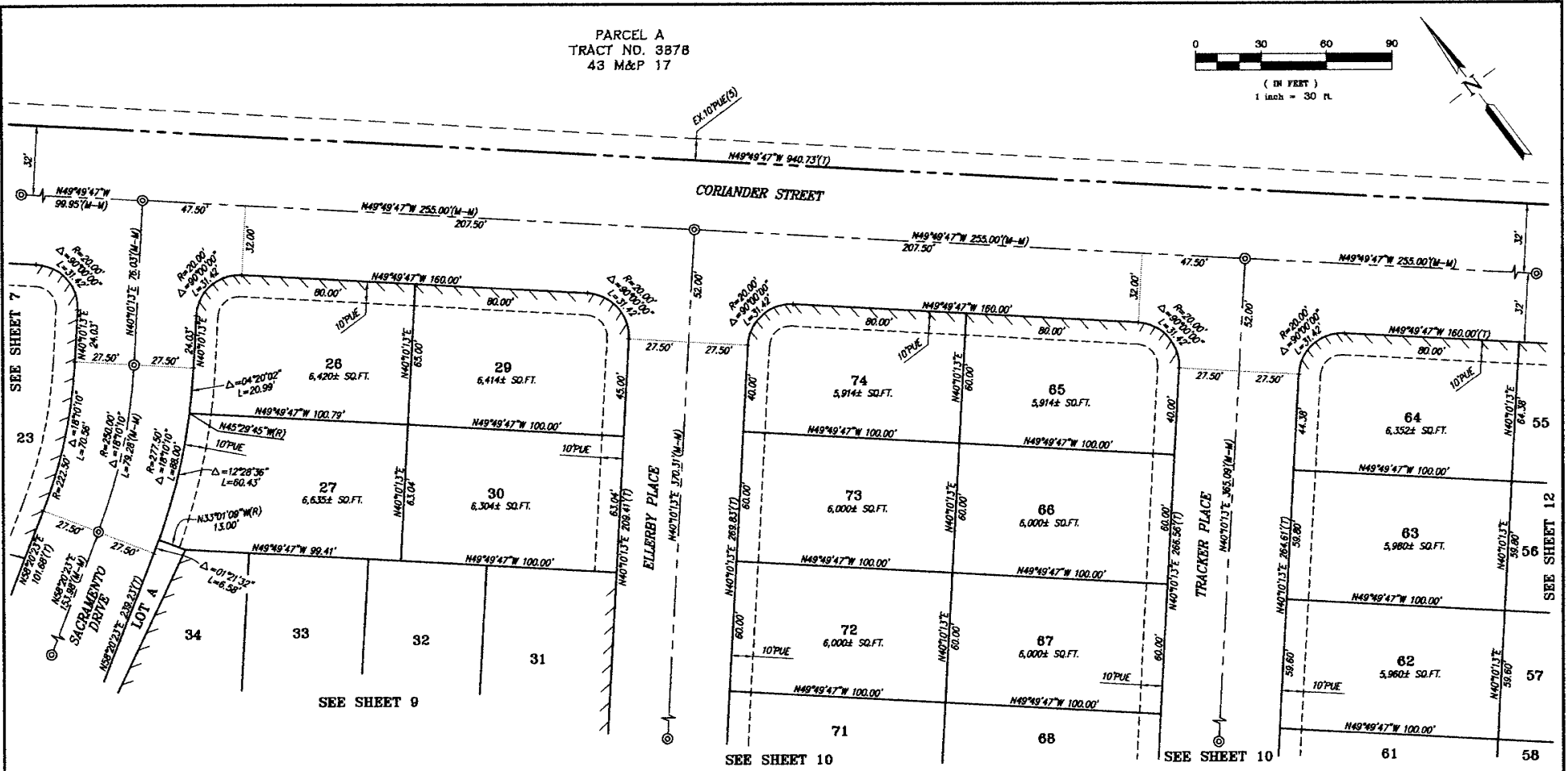
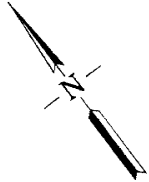
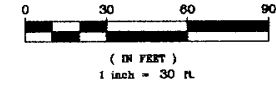
- LEGEND**
- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - - - - EXISTING EASEMENT LINE
 - - - - NEW EASEMENT LINE
 - MONUMENT LINE
 - MONUMENT TO THE LINE
 - EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
 - SET STANDARD MONUMENT, STAMPED LS 6441
 - ⊙ 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
 - SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - PUE PUBLIC UTILITY EASEMENT
 - PAE PRIVATE ACCESS EASEMENT
 - SDE STORM DRAIN EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - EX EXISTING
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL
 - (T) TOTAL
 - O.R. OFFICIAL RECORDS
 - (DATA X1) RECORD DATA & REFERENCE
 - ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3888
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 2

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 29, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018

PARCEL A
TRACT NO. 3878
43 M&P 17



SEE SHEET 10

SEE SHEET 10

TRACT NO. 3886
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 2

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

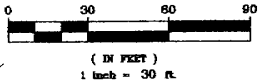
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007,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

LEGEND

———	TRACT MAP BOUNDARY LINE	— PUE	PUBLIC UTILITY EASEMENT
———	LOT LINE	- PAE	PRIVATE ACCESS EASEMENT
———	EXISTING EASEMENT LINE	- SDE	STORM DRAIN EASEMENT
———	NEW EASEMENT LINE	- SSE	SANITARY SEWER EASEMENT
———	MONUMENT LINE	- EX	EXISTING MONUMENT TO MONUMENT
———	MONUMENT TIE LINE	- (M-M)	MONUMENT TO MONUMENT
———	EXISTING PROPERTY LINE	- (R)	RADIAL
○	FOUND MONUMENT AS NOTED	- (T)	TOTAL
⊙	SET STANDARD MONUMENT, STAMPED LS 6441	- O.R.	OFFICIAL RECORDS
●	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	- (DATA X(1))	RECORD DATA & REFERENCE
•	SET PER REFERENCE AS NOTED	///////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED
○	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441		

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3876 RECORDED JANUARY 28, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018



SEE SHEET 8

SEE SHEET 8

Curve	Radius	Delta	Length
C1	65.00'	40°26'41"	45.88'
C2	90.00'	49°08'51"	77.20'
C3	90.00'	02°24'39"	3.79'
C4	90.00'	51°33'30"	80.99'
C5	277.50'	01°21'32"	6.58'

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

BASIS OF BEARINGS
THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 11B, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

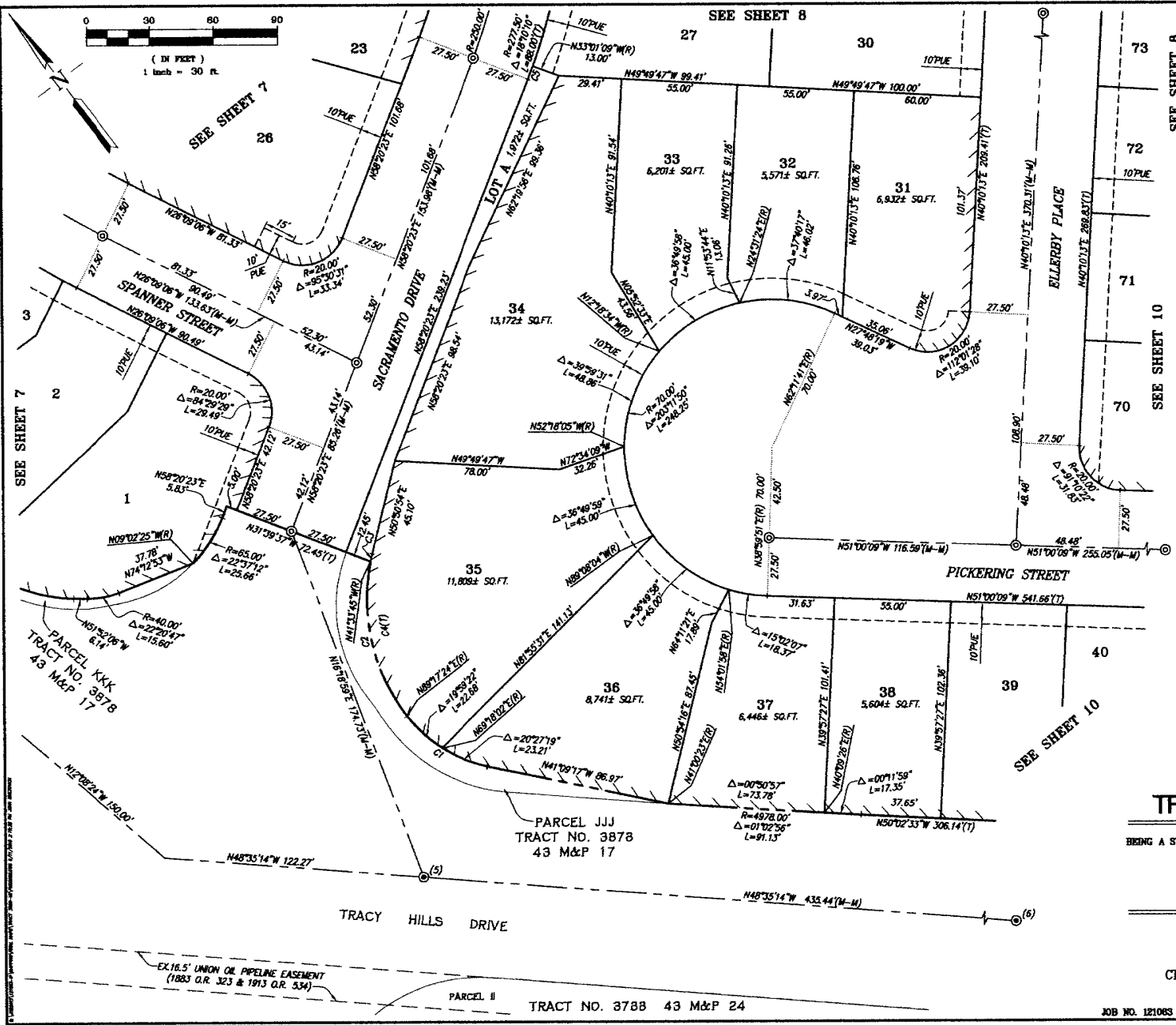
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- - - - EXISTING EASEMENT LINE
- · - · NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TO THE LINE
- · - · EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- PUE PUBLIC UTILITY EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- EX. EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA X1) RECORD DATA & REFERENCE
- ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3688
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 2

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878
RECORDED JANUARY 26, 2016
IN BOOK 49 OF MAPS AND PLATS AT PAGE 17
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

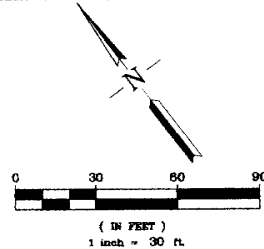
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018



PARCEL JJJ
TRACT NO. 3878
43 M&P 17

TRACT NO. 3788 43 M&P 24

EX 16.5' UNION OIL PIPELINE EASEMENT
(1983 O.R. 323 & 1913 O.R. 534)



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

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

- LEGEND**
- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - - - EXISTING EASEMENT LINE
 - - - NEW EASEMENT LINE
 - MONUMENT LINE
 - MONUMENT THE LINE
 - - - EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
 - SET STANDARD MONUMENT, STAMPED LS 6441
 - 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
 - SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - PUE PUBLIC UTILITY EASEMENT
 - PAE PRIVATE ACCESS EASEMENT
 - SDE STORM DRAIN EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - EX EXISTING
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL
 - (T) TOTAL
 - O.R. OFFICIAL RECORDS
 - (DATA X1) RECORD DATA & REFERENCE
 - ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

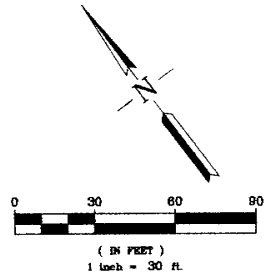
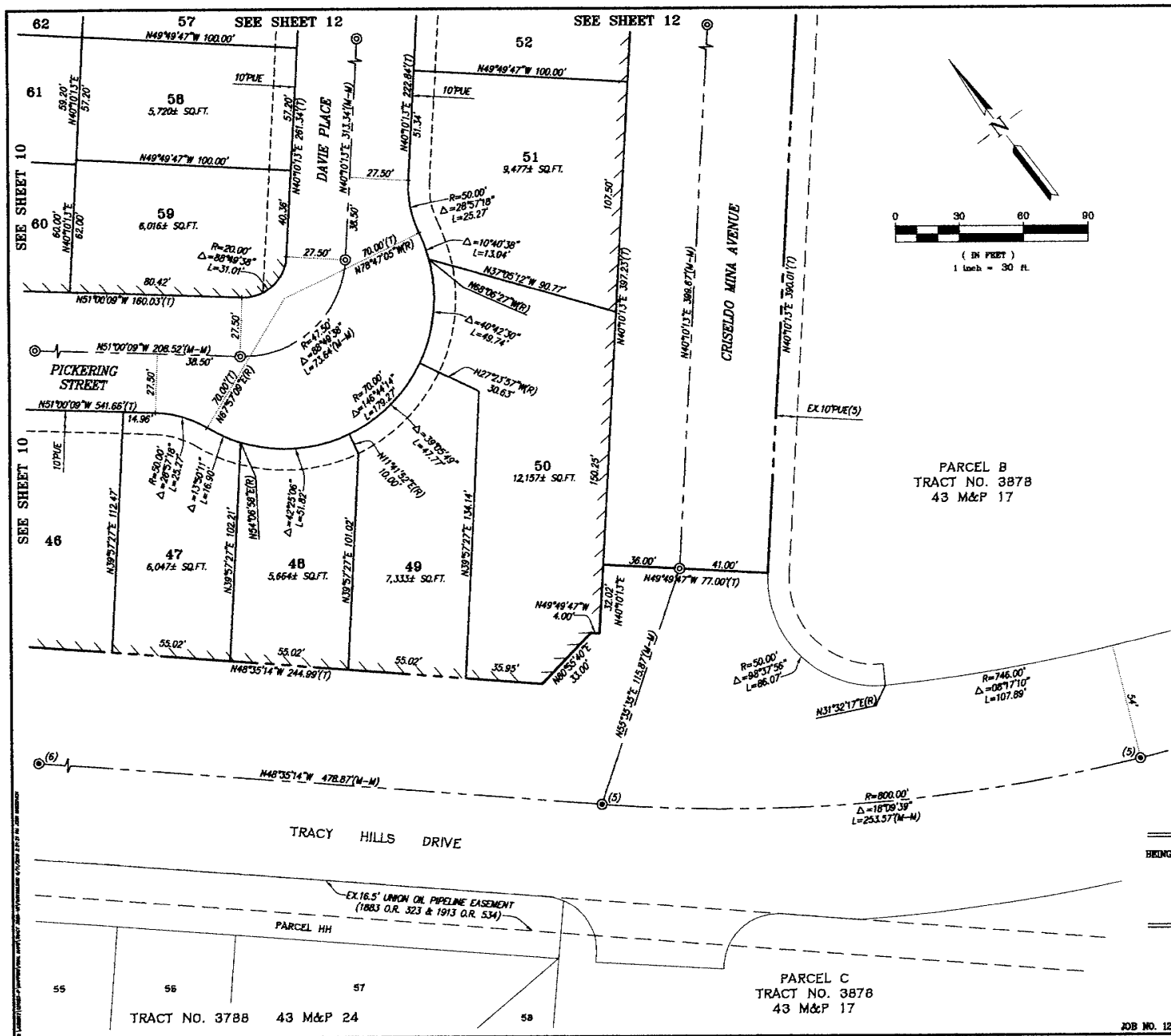
TRACT NO. 3888
 SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 2

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 28, 2018 IN BOOK 45 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 16, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
 SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
 CIVIL ENGINEERS, PLANNERS, SURVEYORS
 PLEASANTON, CALIFORNIA
 JUNE 2018



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

BASIS OF BEARINGS
 THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2080 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 11B, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

- LEGEND**
- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - EXISTING EASEMENT LINE
 - NEW EASEMENT LINE
 - MONUMENT LINE
 - MONUMENT TIE LINE
 - EXISTING PROPERTY LINE
 - ⊙ FOUND MONUMENT AS NOTED
 - ⊙ SET STANDARD MONUMENT, STAMPED LS 6441
 - 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
 - SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - PUE PUBLIC UTILITY EASEMENT
 - PAE PRIVATE ACCESS EASEMENT
 - SDE STORM DRAIN EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - EX. EXISTING
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL
 - (T) TOTAL
 - O.R. OFFICIAL RECORDS
 - (DATA X1) RECORD DATA & REFERENCE
 - ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3888
 SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 2

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 26, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 12, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
 SAN JOAQUIN COUNTY, CALIFORNIA

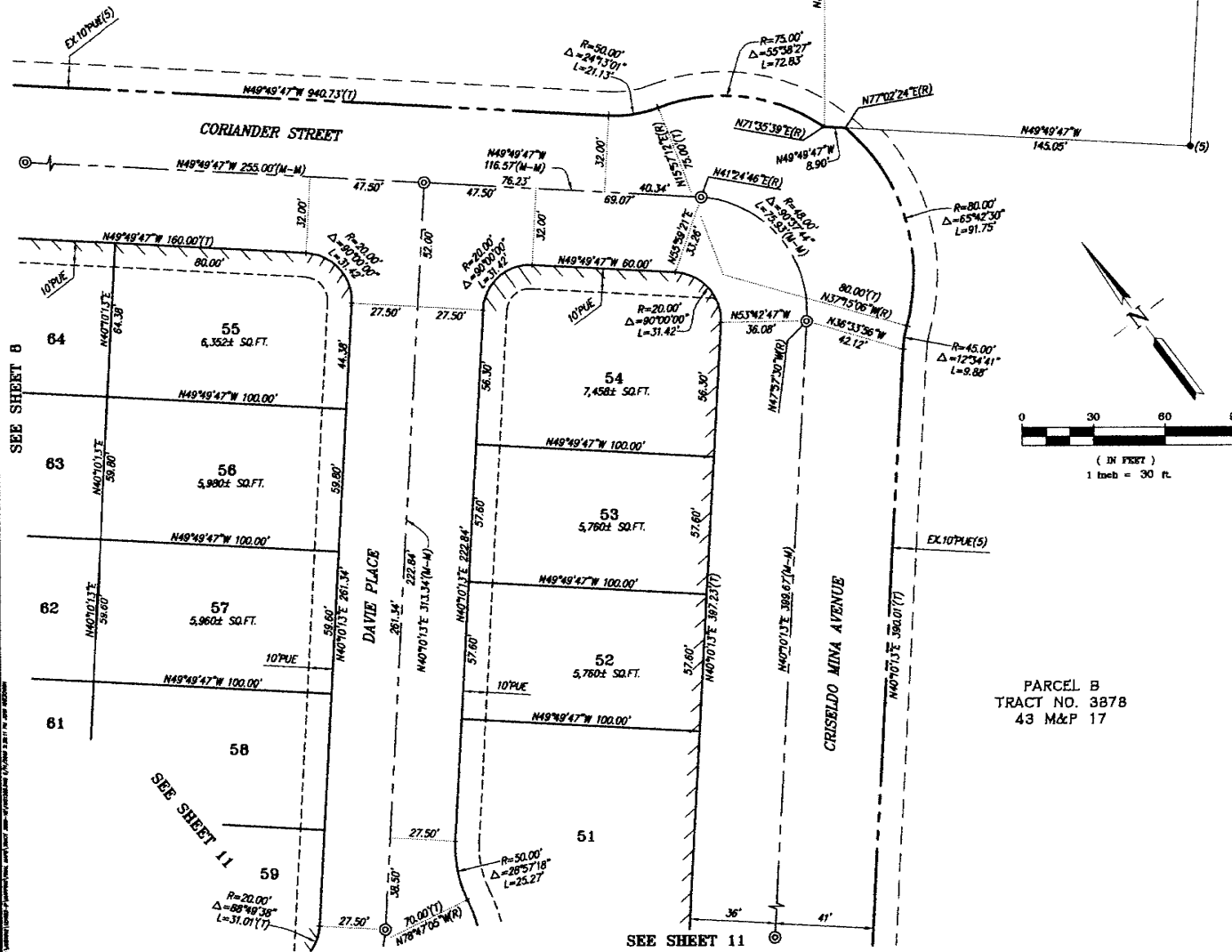
RUGGERI-JENSEN-AZAR
 CIVIL ENGINEERS, PLANNERS, SURVEYORS
 PLEASANTON, CALIFORNIA
 JUNE 2018

PARCEL C
 TRACT NO. 3878
 43 M&P 17

TRACT NO. 3788 43 M&P 24

PARCEL A
TRACT NO. 3878
43 M&P 17

STATION NO. 3022



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

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

- LEGEND**
- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - - - EXISTING EASEMENT LINE
 - - - NEW EASEMENT LINE
 - MONUMENT LINE
 - MONUMENT TO THE LINE
 - EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
 - ⊙ SET STANDARD MONUMENT, STAMPED LS 6441
 - ⊙ 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
SET PER REFERENCE AS NOTED
 - SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - PUE PUBLIC UTILITY EASEMENT
 - PAE PRIVATE ACCESS EASEMENT
 - SDE STORM DRAIN EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - EX. EXISTING
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL
 - (T) TOTAL
 - O.R. OFFICIAL RECORDS
 - (DATA X1) RECORD DATA & REFERENCE
 - ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

PARCEL B
TRACT NO. 3878
43 M&P 17

TRACT NO. 3888
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 2

BEING A SUBDIVISION OF LOTS 4 AND 5 AS SHOWN ON TRACT NO. 3878
RECORDED JANUARY 28, 2018
IN BOOK 43 OF MAPS AND PLATS AT PAGE 17
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E.
MOUNT Diablo MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS-SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018

SEE SHEET 11

JOB NO. 121083

SHEET 12 OF 12 SHEETS

ORIGINAL

Recording Requested By:

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

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

**CITY OF TRACY
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 3888, TRACY HILLS VILLAGE 2**

This **SUBDIVISION IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **TRACY PHASE I, LLC**, a Delaware limited liability company (hereinafter, "Subdivider").

RECITALS

- A. The Subdivider is the owner of the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "**Property**"), said Property comprising the subject Final Subdivision Map for Tract 3888, Tracy Hills Village 2.
- B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3888, processed under Application No. TSM13-0005 and approved by Resolution No. 2016-066 (the "**Tentative Subdivision Map**"). The Tentative Subdivision Map is on file with the City Clerk, and is incorporated herein by this reference.
- C. The approval of the Tentative Subdivision Map by the City Council was subject to specified conditions of approval ("**Conditions of Approval**"). The Conditions describe, among other things, improvements that are required for approval of the Final Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. The Conditions of Approval are attached hereto as Exhibit "B", and are incorporated herein by reference.

- D. The Tentative Subdivision Map includes approximately 1,160 single-family residential lots, an approximately 50 acre mixed-use business park/commercial retail area, three public parks, school site, and numerous other parcels owned and maintained by a Homeowners Association. The Final Subdivision Map for Tract 3888, Tracy Hills Village 2, consists of 74 single-family lots within the boundaries of the aforementioned approximately 1,160 lot Tracy Hills Phase 1A project. Exhibit “C” shows the overall Tracy Hills Phase 1A project area and the location of the Final Subdivision Map for Tract 3888, Tracy Hills Village 2, hereinafter “**Project**” or “**Project site**”.
- E. In accordance with the Conditions of Approval, the Subdivider has prepared and the City Engineer has approved certain improvement plans and specifications (which incorporate portions of the City’s Standard Specifications), which describe the improvements which are required for approval of the Final Map and are incorporated herein by reference. The approved plans and specifications (the “**Plans and Specifications**”) include sixteen (16) sheets of improvement plans titled “Improvement Plans Village 2-Tract 3888-Tracy Hills Phase 1A” prepared by Ruggeri-Jensen-Azar, six (6) sheets of joint trench plans entitled “Joint Trench, Integral Communities, LLC, Tracy Hills-Village 2-Tract 3888” prepared by Giacalone Design Services, Inc., and four (4) sheets of street light plans entitled “Public Street Lighting, Integral Communities, LLC Tracy Hills-Village 2-Tract 3888” prepared by Giacalone Design Services, Inc. Collectively, these Plans and Specifications are referred to herein as the “**Scope of Work**” or “**Work**”.
- F. Since the Work has not been completed in accordance with the Conditions of Approval, the Subdivider has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Subdivider shall perform, or cause to be performed, the Work to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Subdivider’s expense, in the manner described in the 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). Any portion(s) of the Work that are performed within existing City’s right(s)-of-way and/or easement(s) are to be performed by the Subdivider in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.
2. **GRADING AND STREET MAINTENANCE.**
 - 2.1. Until all the Work is accepted by the City as complete, the Subdivider shall diligently perform the necessary maintenance of the entire Project site, including

streets constructed within the Project, to the satisfaction of the City Engineer, at the Subdivider's own cost.

- 2.2. All infrastructure constructed under this Agreement will be maintained by the Subdivider until accepted by the City.
3. **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 or available by cell phone with authority to act on behalf of the Subdivider. The Subdivider shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. The Authorized Representative shall be on site approximately 60% of the time the Work is occurring. The Subdivider may designate an employee of its general contractor as the Authorized Representative. The Subdivider shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
4. **LOCATION OF PERFORMANCE.** The Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. The Subdivider shall acquire at the Subdivider's sole cost and expense, any easement or right-of-way necessary for the performance of the Work, with no credit or reimbursement from the City.
5. **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 sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:
 - 5.1. **Faithful Performance** security in the amount of **\$2,192,016.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).
 - 5.2. **Labor and Material** security in the amount of **\$2,192,016.00** in accordance with the cost estimates approved by 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).
 - 5.3. **Warranty** security in the amount of **\$219,202.00** in accordance with the cost estimates approved by 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).

5.4. **Monumentation** security in the amount of **\$27,250.00** to secure faithful performance of setting monuments as described in the Final Map within one year from the date this of Agreement pursuant to Government Code section 66496.

6. **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.

6.1. **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.

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

6.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto” including “hired autos” and “non-owned autos”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage. If Subdivider has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

6.4. **Workers’ Compensation** coverage for employees shall be maintained as required by the State of California.

6.5. **Endorsements.** Subdivider shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

6.5.2. 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.

6.6. **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.

6.7. 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.

6.8. 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.

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

6.10. 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.

7. 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.

8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. 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.

8.1. Commencement of Work. No later than fifteen (15) 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.

8.2. 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 the Work.

- 8.3. 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 ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) the Subdivider pays all processing fees for such time extension.
- 8.4. Reversion to Acreage.** In the event that the Subdivider fails to commence the Work prior to the date on which completion is due, the Subdivider shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and the Subdivider shall bear all costs thereof.
- 9. INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Subdivider shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
- 10. INSPECTION FEES AND FEE CREDITS.** 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%)) exceeds the amount of Inspection 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 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 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 (15%)) is less than the amount of Inspection Fees paid by the Subdivider, the City shall refund the Subdivider the cost difference between the Inspection Fees previously paid and the actual costs of inspecting the Work.

The Subdivider shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213 and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Property pursuant

to the DA and the Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

11. DEFAULT.

11.1. 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 with appropriate specificity.

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

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

11.2.2. The Subdivider abandons the Project site.

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

11.2.4. 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.

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

11.3. In the event that the Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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:

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

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

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

11.3.4. Commence a legal action to enforce the terms of this Agreement.

12. 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.

13. **WARRANTY PERIOD.** The 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 the Subdivider under this Agreement, the Subdivider shall be in default.
14. **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.
15. **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, the Subdivider shall submit the as-built drawings in Auto-CAD format Release-14 or higher in a compact disc (CD).
16. **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 to one assignment shall not be deemed to be consent to any subsequent assignment.
17. **NOTICES.**
 - 17.1 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:

<u>To City:</u> City of Tracy 333 Civic Center Plaza Tracy, California 95376 Attn: City Engineer	<u>To Subdivider:</u> Tracy Phase I, LLC 888 San Clemente, Suite 100 Newport Beach, CA 92660 Attn: John Stanek, Principal Caren Read, Esq.
--	---

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.

18. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
19. **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.
20. **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.
21. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
22. **INDEMNIFICATION.** Subdivider shall indemnify, defend and hold harmless the City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, liabilities, costs and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors or employees.
23. **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.
24. **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.

[A portion of this page intentionally left blank]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of orange)

On Line 26, 2018 before me, Sharon Ward, notary public
Date Here Insert Name and Title of the Officer

personally appeared John Starek
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Sharon Ward
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: subdivision improvement agreement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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: Robert Rickman
Title: MAYOR
Date: _____

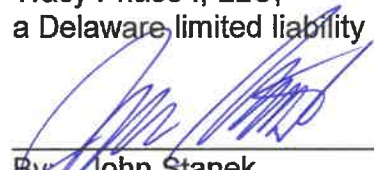
Attest:

By: Adrienne Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

SUBDIVIDER:
Tracy Phase I, LLC,
a Delaware limited liability company



By: John Stanek
Title: AUTHORIZED REPRESENTATIVE
Date: June 26, 2018

EXHIBIT "A"

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

Lots 4 and 5 as shown on the map of Tract No. 3878, filed January 26, 2018, in Book 43 of Maps and Plats, at Page 17, Official Records of San Joaquin County.

**Conditions of Approval for Tracy Hills Phase 1A
Small-Lot Vesting Tentative Subdivision Map
Application Number TSM13-0005
April 5, 2016**

Project: These Conditions of Approval shall apply to the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Application Number TSM13-0005, including approximately 1,160 single-family residential lots, three park sites, a school site, and approximately 50 acres of commercial property.

Property: The property consists of approximately 417.6 acres located in the Tracy Hills Specific Plan Area, west of Corral Hollow Road, south of the California Aqueduct, and north of Interstate 580, Application Number TSM13-0005.

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

A. Definitions; Abbreviations.

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

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

The following abbreviations may be used in these Conditions:

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

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").
2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.
3. Mitigation Measures. The Subdivider shall comply with all mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016.
4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.
5. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM13-0005), which was date stamped as received by the Development Services Department on February

24, 2016, and approved by the City Council on April 5, 2016, unless modified by these Conditions.

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

As used in these Conditions of Approval:

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

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

Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the entire Phase 1A property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the Administrative Services Director:

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

Or

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

Or

- c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.
7. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded against the entire Phase 1A property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the Administrative Services Director:

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

Or

- b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.
8. Land-Locked Parcels. No land-locked parcels shall result from this Vesting Tentative Subdivision Map, including but not limited to the parcels known as the Integral parcel (formerly the Ferry parcel) and the Sellick parcel.
 - a. With the approval of a Final Map that includes any lot or parcel adjacent to the Integral parcel (Assessor's Parcel Number 253-020-08, formerly the Ferry parcel), the Subdivider shall record an access easement between the public right-of-way and the Integral parcel, as shown on the Vesting Tentative Subdivision Map, to the satisfaction of the Development Services Director. The access easement shall have a minimum width of 20 feet and shall grant continuous access to and from the public right-of-way, across the Subdivider's property, for the benefit of the owner of the Integral parcel.
 - b. With the approval of a Final Map that includes any lot or parcel adjacent to the Sellick parcel (Assessor's Parcel Number 253-020-10), the Subdivider shall record an access easement between the public right-of-way and the Sellick parcel, as shown on the Vesting Tentative Subdivision Map, to the satisfaction of the Development Services Director. The access easement shall have a minimum width of 20 feet and shall grant continuous access to and from the public

right-of-way, across the Subdivider's property, for the benefit of the owner of the Sellick parcel.

9. **Parks.** Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:
 - a. Within one year following final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the first neighborhood park shall be completed and accepted by the City. If the first neighborhood park is not completed and accepted by the City within one year following final inspection or occupancy of the first dwelling, no further building permits shall be issued until the first neighborhood park is completed and accepted by the City; and
 - b. Before final inspection or occupancy of the 750th dwelling, the second neighborhood park shall be completed and accepted by the City; and
 - c. Before final inspection or occupancy of the 1,000th dwelling, the third neighborhood park shall be completed and accepted by the City.

10. **Conservation Easement.** Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that before issuance of a building permit for the structure containing the 500th dwelling unit, the Subdivider shall plant trees in the 100-foot wide conservation easement adjacent to Interstate 580 and the Project, as described and depicted in Section 3.4.7 of the Tracy Hills Specific Plan (pages 3-49 to 3-54), to the satisfaction of the Development Services Director.

11. **Community Gateway Icon.** Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that before issuance of a building permit for the structure containing the 500th dwelling unit, the Subdivider shall construct the Community Gateway Icon, which is conceptually described and depicted in Section 3.4.5 of the Tracy Hills Specific Plan (page 3-34), to the satisfaction of the Development Services Director, based on substantial conformance with the Development Review approval by City Council. The Community Gateway Icon shall be located on a privately-owned parcel and be privately maintained. Prior to issuance of a building permit for the Community Gateway Icon, the Community Gateway Icon shall be subject to Development Review approval by City Council, as specified in Section 5.1.2 of the Tracy Hills Specific Plan (page 5-1).

12. **Schools.** Before issuance of a building permit for each new dwelling, the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

13. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the Administrative Services Director:
 - a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for up to fifteen model homes), the Subdivider will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Fire services, Public Works and other City services within the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment which, at the time of formation of the CFD, shall not exceed \$325 per unit per month; provided, however, that the City reserves the right to provide for escalation of the maximum special tax rate to a commercially reasonable rate determined by the City.

Or

 - b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to issuance of a building permit (except for up to fifteen model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Fire services, Public Works and other City services within the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs of funding the provision of Police services, Fire services, Public Works and other City services within the Project area in perpetuity as identified by the approved study.
14. Utilities in Roundabouts. All three roundabouts shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1A shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of each roundabout in order to allow sufficient space for the planting and mature growth of the oak trees (three per roundabout), which are conceptually depicted in the Tracy Hills Specific Plan. The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.
15. Building and Fire. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates the following, to the satisfaction of the Chief Building & Fire Code Official:

- a. Before issuance of any building permits, the Subdivider shall provide Fire Department access to the Property in compliance with all provisions of Section 503 of the California Fire Code, to the satisfaction of the Chief Building & Fire Code Official.
- b. Before issuance of any building permits (except for up to fifteen model homes), the Subdivider shall provide a fire protection water supply in compliance with all provisions of Section 507 of the California Fire Code, to the satisfaction of the Chief Building & Fire Code Official.
- c. Before issuance of any building permits for model homes, the Subdivider shall comply with the following requirements:
 - (1) In lieu of active hydrants onsite, a static water storage supply shall be provided in compliance with NFPA 1142, to the satisfaction of the Chief Building & Fire Code Official. The volume of water shall be based on the total cubic footage of all structures plus a 1.5 exposure coefficient.
 - (2) A separate static water supply shall be provided for each group of model homes throughout the subdivision, to the satisfaction of the Chief Building & Fire Code Official.
 - (3) Fire Department access to and from the static water supplies shall be provided, to the satisfaction of the Chief Building & Fire Code Official.
- d. Before issuance of the first building permit (except for up to fifteen model homes), the Subdivider shall construct an all-weather, emergency vehicle access to the westerly terminus of the Phase 1A Spine Road. The emergency vehicle access shall be available to Police, Fire, and other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards, to the satisfaction of the Fire Chief. The access shall be continuously maintained by the Subdivider until permanent access is developed and accepted for maintenance by the City.
- e. Whenever 50 or more homes are under construction at the same time, the Subdivider shall provide an onsite trailer for the exclusive use of City inspection staff. The inspection trailer shall have a minimum size of 8' x 20' and be equipped with HVAC and basic furnishings, to the satisfaction of the Chief Building & Fire Code Official.

16. Phillips 66 Pipeline Easement. A Phillips 66 pipeline easement intersects the project site. Before approval of the first Final Map, the Subdivider shall submit a copy of the Phillips 66 pipeline easement to the Development Services Director and enter into an agreement with the City, which shall be recorded against the Property, which stipulates that before issuance of each building permit, the Subdivider shall clearly mark and label each plot plan with the location of the 5-foot minimum setback line from the edge of the Phillips 66 pipeline easement, if applicable, to the satisfaction of the Development Services Director.

C. Engineering Division Conditions of Approval

C.1. General Conditions

- C.1.1 Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:
- a) *Tracy Hills Specific Plan* approved by City Council by Resolution _____ dated _____ and any amendments thereto.
 - b) *Tracy Hills Specific Plan Recirculated Draft Subsequent Environmental Impact Report*, Volume I; Section 4.13-Traffic and Circulation, prepared by Kimley-Horn Associates, dated October 2015, and
Traffic Analysis of Tracy Hills Specific Plan Area- Phase 1a Residential Units and School Only Analysis, prepared by Kimley-Horn, Associates, dated April 27 2015. ("Traffic Analysis")
 - c) *Tracy Hills Phase 1A and 1B Sanitary Sewer Study Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated December 12, 2013 ("*Sanitary Sewer Study*") and reviewed by CH2M Hill.
 - d) *Tracy Hills Water Study Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated December 5, 2014 ("*Water Study*") and reviewed by West Yost Associates.
 - e) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated November 2013 ("*Storm Drainage Master Plan*") and reviewed by Stormwater Consulting, Inc.
 - f) *Tier 2 Storm Drainage Study for Tracy Hills Phase 1A*, prepared by Ruggeri-Jensen-Azar, dated July 2015 ("*Tier 2 Storm Drainage Study*") and reviewed by Stormwater Consulting, Inc.
 - g) *Citywide Water System Master Plan* dated December 2012, prepared by West Yost Associates.
 - h) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar ("*Corral Hollow Road Plan Line*") reviewed by the City Engineer.

- i) *Any Finance Implementation Plan ("FIP")*, as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1A Vesting Tentative Subdivision Map, Application No. TSM13-0005.
 - j) *Liquid Petroleum Pipeline Risk and California Aqueduct Flood Risk for the Proposed Tracy Hills School Site, Jefferson School District, City of Tracy, San Joaquin County, California* prepared by Wilson Geosciences, Inc. dated May 2013.
 - k) *Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan* prepared by Place Works dated September 2014.
- C.1.2 Subdivider shall comply with the requirements of the Development Agreement, approved by City Council on _____, 2016, by Ordinance No. _____ (hereafter, the "Development Agreement"),
- C.1.3 **Timing of Compliance:** The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed and completed under a City-approved improvement agreement may be considered satisfied at the discretion of the City Engineer.
- C.1.4 **Maintenance for Major Program Roadways.** Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing costs for maintenance of public landscaping, including urban forest, on major program roadways by entering into an agreement with the City, which shall be recorded against the entire Phase 1A property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the Administrative Services Director:
- a. **CFD.** Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the entire Project area, for funding the Subdivider's proportionate share of the ongoing maintenance costs of public landscaping, including urban forest, on major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Administrative Services Director) an amount equal to the first year's taxes, except for any portion of this

amount that has been previously collected by the special tax and already deposited in the CFD;

OR

- b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing maintenance costs of public landscaping, including urban forest, on major program roadways identified in the Citywide Roadway and Transportation Master Plan.

C.2. Improvement Plans

C.2.1 General.

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

C.2.2 Site Grading

C.2.2.1 Erosion Control

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

C.2.2.2 Grading and Drainage Plans

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

C.2.2.3

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

retaining wall or masonry wall for City's review and approval.

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

C.2.2.5 If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, if any, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

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

C.2.4. Storm Drainage

C.2.4.1 Site grading shall be designed such that the Project's storm drainage overland release point will be directed to an existing percolation retention pond, clean water pond, existing storm drainage easement or to public streets with a functional storm drainage system and that the storm drainage system within the public street has adequate capacity to drain storm water from the Property, proposed roadway, lot runoffs, landscaping, off-site flow-thru surface drainage, off-site Corral Hollow Road drainage improvements or private property subject to a drainage release.

C.2.4.2 All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. Interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

Provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm

drainage easements and connections to the proposed storm drainage facilities in Spine Road.

Prior to acceptance of storm drainage facilities for maintenance by the City, the Subdivider shall revise the locations of the 50' wide openings in the Conservation Easements to align with existing drainage routes and proposed storm drainage intercept points into the Project on-site storm drainage system.

- C.2.4.3 Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with Storm Drainage Master Plan, Tier 2 Storm Drainage Study and City Regulations.
- C.2.4.4 Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.
- C.2.4.5 Storm water designs shall show facilities needed for the collection and channeling of surface water runoff, and off-site flow-thru surface water runoff to underground storm drainage facilities within Spine Road such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.
- C.2.4.6 Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

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

- education measures regarding the damaging effects of pollutants to water quality may also be implemented.
- C.2.4.7 All Storm Water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.
- C.2.4.8 Subdivider shall dedicate appropriate easements and execute a maintenance agreement with the City to address maintenance, liability, permit compliance, and related items for Parcel E, to be owned and maintained by the HOA while the storm drainage system (72" pipe and associated facilities) will be owned and maintained by the City.
- C.2.4.9 Subdivider shall coordinate with Police and Fire departments for safety measures to be incorporated in the improvement plans for the back alley/corridor shown as Parcel VV and Parcel XX which may include alley lighting and other improvements. These measures will be part of the improvement plans that include construction of facilities within these parcels.
- C.2.4.10 All storm drainage retention basins/facilities, including Percolation Basin D, shall be contained within storm drainage parcels suitable for dedication to the City of Tracy. This basin shall be provided with appropriate fencing with warning signs as approved by the City Engineer, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City of Tracy.
- C.2.4.11 Install a forebay in the bottom of RET D to collect and accumulate sediments and pollutants and facilitate future maintenance activities. The forebay shall be sized to hold 0.25 inches of runoff per impervious acre of the contributing watershed. Based on data regarding the storage requirements for RET D provided in the Tracy Hills Storm Drainage Master Plan and the Tier 2 Storm Drainage Study, the recommended volume for the forebay shall be 5 ac-ft. The forebay shall be linear and connect all three proposed pipe discharges into the basin. The forebay may be created by providing a berm (20-foot top width recommended) in the bottom of the basin. A stabilized spillway shall be provided across the berm to allow runoff entering the forebay to spill into the larger bottom area of the basin when the forebay storage exceeds 5 ac-ft. The spillway shall be sized to pass the

- 100-year combined peak inflow into the basin with freeboard.
- C.2.4.12 Fixed vertical sediment depth markers shall be installed near discharge points into the forebay for RET D to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.
- C.2.4.13 All storm drainage facilities that run along the northerly boundary of Project, as part of the project on-site storm drainage collection system not located within Spine Road shall be located within a 20' wide utility maintenance easement. Subdivider shall provide access points for City maintenance vehicles.
- C.2.4.14 Subdivider shall show adequate detail of the common storm drainage/sanitary sewer easement between Court 3M and Court 5L, between Court 3M and Spine Road, and easement between Street 6K and Parcel J. Details should show the dimensions of this easement, that this easement will be paved, show clearances to existing 16" oil line, and whether this easement will be gated or fenced off. This information shall be shown on the project Improvement plans for the respective neighborhood, and shall be approved by the City Engineer before Improvement Plan approval.

C.2.5. Sanitary Sewer

- C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.
- C.2.5.2 As referenced in Conditions C.2.5. and C.2.6, the terms "Program Funded City CIP Costs" and "Non-Program Funded Subdivider CIP Costs" shall mean the following:
- Program Funded City CIP Costs - Costs applicable to CIP project if constructed by the City shall include costs of design, project management, program management, construction, inspection, construction management, contingencies and construction change orders as approved by the City.
- Non-Program Funded Subdivider CIP Costs - Costs applicable to CIP project if constructed by the Subdivider shall include costs of design, project management, construction, inspection, construction oversight by City, contingencies and construction change orders as approved by the City.

C.2.5.3 There is insufficient conveyance capacity in the City's wastewater conveyance system for Tracy Hills build-out ("Choke Points"). The Choke Points will be resolved in three phases of improvements. City is in the process of constructing Phase 1 Choke Points improvements. Upon completion of the Phase 1 Choke Points improvements, limited conveyance capacity will be available for the Project. The available capacity will be made available to new developments in the City including the Project as per the Development Agreement.

The City does not currently have adequate program funding to construct Phase 2 & 3 Choke Points Improvements, but anticipates it will have adequate funding to construct the improvements by the time they are needed. If the City does not have adequate funding to construct the improvements by the time the improvements are needed to serve the Project, the Subdivider may pre-pay sewer fees in an amount equal to the funding needed to fund Phase 2 & 3 Choke Points improvements, subject to reimbursement from appropriate available program funds. The additional capacity available after completion of these improvements will be available to serve new developments including this Project, until the downstream capacity of the wastewater collection system is used and further improvements are triggered.

C.2.5.4 The Subdivider shall pay for the design and construction of the Sanitary Sewer Pump Station (SSPS) with sufficient capacity to service the Project, Phase 1B, Phase 2-4 and Phase 5B. This Pump Station shall be constructed on Subdivider's land to be dedicated by Subdivider, as approved and required by the City, and shall convey sewage through underground force main sewer pipes from the SSPS to Corral Hollow Road. The Non-Program Funded Subdivider CIP Costs for construction of this pump station and force main, as determined by the City, shall be borne by the Subdivider. Upon satisfactory completion of the SSPS improvements, as determined by City, the City will accept the land dedication and SSPS improvements for maintenance.

C.2.5.5 The Subdivider shall pay for all design costs incurred by the City and its consultant(s) for the sanitary sewer force main and the sanitary sewer gravity line from the SSPS to Node 1W near W. Linne Road (as shown in Wastewater Master Plan) per the improvement plans prepared by CH2M Hill and approved by the City ("Off-site Sewer Line Improvements"). After approval of the design by the City, the Subdivider shall pay for the City CIP Costs for the SSPS and Off-site Sewer Line Improvements (unless the

Subdivider opts to construct these improvements as described below). If the Subdivider does not elect to construct the Off-site Sewer Line Improvements in accordance with this condition of approval, the Subdivider shall pay to the City all related City CIP Costs either before approval of the first Final Map within the Project, or within 15 days from the date of written notice from the City that the project is ready for bid, whichever is earlier. Upon receipt of the funds, City will proceed with bidding of the project. In the event the responsive bid as determined by the City is higher than the funding provided by the Subdivider, the Subdivider shall promptly provide additional funding.

For the underground crossings of the sewer line at Delta Mendota Canal and California Aqueduct ("Crossing Improvements"), permits from appropriate regulating agencies will be required. The Subdivider may opt to construct the Crossing Improvements in full compliance with the permit requirements and subject to Subdivider's posting security as required by TMC section 12.36.080 and executing an Offsite Improvement Agreement approved by the City which, among other things, provides for Subdivider to fully indemnify City against any and all claims and liabilities that may arise from the construction of the Crossing Improvements.

In the event the Subdivider opts to construct the sanitary sewer improvements listed in Condition C.2.5.4 and C.2.5.5, the Subdivider shall enter into an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in the amounts and form required by TMC section 12.36.080 and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the necessary improvement security before approval of the first Final Map within the Project. These improvements are not included in the Fee Program and no fee credits or reimbursements will be applicable.

- C.2.5.6 Sanitary sewer improvements north of WWMP Node 1W up to the current terminus of the City's sanitary sewer line in Corral Hollow Road are required to be completed prior to final inspection or occupancy of first residential or commercial building within the Project, excluding Model Homes. These are program-funded improvements under a Capital improvement Project (CIP). However, City will not have collected sufficient program fees to construct this Project. As such, Subdivider shall deposit total Program Funded City CIP Costs of this CIP to the City at least 18

months prior to the occupancy of any residential or commercial buildings within the Project

Upon receipt of the funds, City will proceed with bidding of the project. In the event the responsive bid as determined by the City is higher than the funding provided by the Subdivider, the Subdivider shall promptly provide additional funding sufficient to make up the difference.

If Subdivider opts to construct this sewer line, the Subdivider shall enter into an Offsite Improvement Agreement and post improvement securities in accordance with TMC Section 12.36.080.

- C.2.5.7 No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until the improvements listed in Conditions C.2.5.4 through C.2.5.6 are completed and functional, as determined by the City Engineer.
- C.2.5.8 The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2015, the City had an unused capacity of approximately 4200 EDU's within its wastewater treatment plant available to new development within the City on a first-come-first-served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.
- C.2.5.9 Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines (gravity or force mains). All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.
- C.2.5.10 Subdivider is to coordinate with Utilities Department and Public Works Department for providing access to Sanitary Sewer Pump Station during the initial phases of construction when public streets are in construction.

C.2.6. Water Distribution System

- C.2.6.1 All potable water lines and associated improvements as identified in the Water Study (Water Line Improvements)

shall be designed and installed per City Regulations.

- C.2.6.2 During the construction phases of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.
- C.2.6.3 Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Department and the City Engineer, and obtain a letter from the Fire Code Official that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the City of Tracy Fire Code Official.
- C.2.6.4 The Subdivider shall complete design and construction of an at-grade water storage tank with a holding capacity of at least 3.5 MG (million gallons) and a booster pump station equipped with pumps that meets required domestic water and fire demand pumping capacity. These improvements are required to be complete, in place and operational before the final inspection of the 301st residential building within the Project.

All costs related to the design and construction of the water tank are the responsibility of the Subdivider. Before approval of first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement (DIA) to address timing, scope of work and funding responsibilities.

- C.2.6.5 In order to serve the Project, prior to final building inspection of the 301st residential building, or prior to completion of the at-grade water storage tank, the Subdivider shall provide for the design and construction of a remote pressure sensing station to be located near the residential units to transmit pressure data from the distribution system back to the pump controls at the City's John Jones Water Treatment Plant ("JJWTP"). This temporary remote pressure sensing station shall be funded and maintained by the Subdivider.

The Subdivider shall enter into a DIA, to guarantee removal of the remote pressure sensing station when the at-grade storage tank, and pump station are constructed and operational. Costs of installation of the remote pressure sensing station are not eligible for fee credits or reimbursements. The DIA will also include any

modifications required at the JJWTP until the at-grade storage tank and pump station are constructed and operational.

This requirement shall not apply if the at-grade water tank and pump station are constructed prior to final building inspection or occupancy for the first residential or commercial building excluding model homes within the Project.

- C.2.6.6 The Project will require completion of construction of Tracy Hills Booster Pump Station at JJWTP before any water services can be provided by the City to serve the Project. This pump station and associated work (“JJWTP Improvements”) shown in the approved improvement plans titled “Tracy Hills Booster Pump Station at JJWTP” prepared by West Yost Associates (“JJWTP Improvement Plans”) is a Capital Improvement Project, and the entire cost of this CIP (except the cost of the 20-inch diameter City Side Zone 3 Water Line as shown in the JJWTP Improvement Plans) is the responsibility of the Subdivider.

The Subdivider has the option to pay to the City full cost of this CIP project (as provided above) or enter into an agreement with the City (which shall be approved by the City) for paying portions of the CIP cost at major milestones. Any overruns in costs as listed in Condition C.2.5.2 will be the responsibility of the Subdivider. The Subdivider shall be eligible to receive reimbursements for the cost of the 20-inch diameter City Side Zone 3 Water Line if the Subdivider pays for its installation. The timing of reimbursement, if from the City, will be addressed in the agreement specified above.

- C.2.6.7 If the at-grade storage tank and booster pump station is not completed before final inspection of the structure that is the subject of the 100th building permit and subsequently before final inspection of 150th, 200th, and 250th building permits, the Subdivider shall demonstrate to the satisfaction of the City Engineer and Fire Code Official that required domestic and fire flow and water pressure are met by performing flow and pressure field tests.
- C.2.6.8 The onsite Recycled Water Transmission mains are required to serve the Project. As part of the onsite improvements for the Project, the Subdivider shall install an 8-in Recycled Water main with the Spine Road improvements

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

- C.2.6.9 Prior to final inspection of the first residential building (excluding model homes), or issuance of certificate of occupancy for the first commercial building within the Project, the water line from the JJWTP to Corral Hollow Road and from Corral Hollow Road to the Project ("Offsite Water Line Improvements") per the approved improvement plans titled "Corral Hollow Road Utility Improvements – Water and Sewer Pipelines" prepared by CH2MHill ("Offsite Water Line Improvement Plans") must be constructed and operational.

The Subdivider can either have the City construct these improvements by depositing with the City an amount equaling the estimated Non-Program Subdivider CIP Costs or opt to construct the improvements.

For the crossings of the water line at Delta Mendota Canal and California Aqueduct ("Crossing Improvements"), permits from appropriate regulating agencies will be required. The City Subdivider may opt, to construct the Crossing Improvements in full compliance with the permit requirements and subject to Subdivider's posting improvement security as required by TMC section 12.36.080 and executing an Offsite Improvement Agreement approved by the City which, among other things, provides for Subdivider to fully indemnify City against any and all claims and liabilities that may arise from the construction of the Crossing Improvements.

If the City constructs the Crossing Improvements, the Subdivider shall pay to the City for City CIP Costs either before approval of the first Final Map within the Project, or within 15 days from the date of written notice from the City that the project is ready for bid, whichever is earlier. Upon receipt of the funds, City will proceed with bidding of the project. In the event the responsive bid as determined by the City is higher than the funding provided by the Subdivider, the Subdivider shall promptly provide additional funding sufficient to make up the difference.

If the Subdivider either constructs or pays for installation by the City, the 20-inch diameter City Side Zone 3 Water Line (shown as "Zone 3-C CL 20" Pipeline on the Offsite Water Line Improvement Plans), the Subdivider shall be eligible to receive reimbursements for the cost of the 20" City Side Zone 3 Water Line. The amount and timing of reimbursement, if from the City, will be addressed in the agreement specified above.

In the event a portion of the "Zone 3-TH" CL Pipeline as shown on the Offsite Water Line Improvement Plans will be installed by a third party other than the City, the Subdivider shall pay the party that will install the "Zone 3-TH" CL Pipeline the cost of the pipeline prior to beginning of construction. The Subdivider shall provide to the City documentation of payment in full for the cost of the "Zone 3-TH" CL Pipeline prior to final inspection of the first building constructed within the Project.

- C.2.6.10 In the event the Subdivider opts to construct the Off-site Water Line Improvements, the Subdivider shall enter into an OIA with the City and post improvement security in the amounts and form in accordance with section 12.36.080 of the TMC, and as required by these Conditions, prior to the approval of the first final map of any residential neighborhood, or issuance of building permit for the first commercial building, whichever occurs first. The Subdivider shall submit the signed and notarized OIA with the necessary improvement security, before starting the installation of water lines.
- C.2.6.11 Any public improvements required to be installed within the jurisdiction of the San Joaquin County (County) will require Subdivider to obtain an encroachment permit from the County. The Subdivider shall pay all permit and inspection fees associated with the construction of improvements within the County.
- C.2.6.12 For all program and non-program Off-site Water Line Improvements that the Subdivider opts to construct, the Subdivider shall be responsible for notifying residents, business owner(s) and users, regarding construction work that involves traffic re-routing or other traffic related and access impacts to the existing residents and businesses. The Subdivider shall deliver the written notice, after approval by the City Engineer, to the affected residents or business owner(s) at least 72 hours before start of work. Before starting the work described in this section, the

Subdivider shall submit a Work Plan acceptable to the City that demonstrates that there will be no interruptions to the water supply, and a Traffic Control Plan to be used during the installation of the offsite water mains and connections. These plans and their costs are the sole responsibility of the Subdivider.

- C.2.6.13 Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to all street right-of-way landscaping, and for all parcels to be owned by HOA and all HOA easements.
- C.2.6.14 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure reducing valves at the location approved by the City Engineer. The design operation of the individual pressure reducing valves for services shall be subject to approval by the Building Official.
- C.2.6.15 Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.
- C.2.6.16 In the event any additional right-of-ways and easements (temporary and/or permanent) including construction easements are required for program and non-program water and sewer line improvements, the Subdivider shall acquire such right(s)-of-way and easement(s), at the sub divider's sole cost and expense, prior to start of construction whether the Subdivider opts to construct such improvements or not.

Costs of right(s)-of-way and easement(s) acquisition for non-program improvements are not eligible for fee credits or reimbursements. Subdivider shall be eligible for fee credits and reimbursement for program improvements as provided in the City Regulations.

If required, the Subdivider may request the City to exercise its condemnation/ eminent domain powers for acquisition of right-of-way and easements. All costs of any condemnation process shall be paid for by the Subdivider.

C.2.7. Street Improvements

C.2.7.1 Subdivider is required to design and construct roadway and underground utility improvements to serve the Project, as identified in the sections applicable to Phase 1A of the Final Subsequent EIR for the Tracy Hills Specific Plan Project ("EIR") and these Conditions of Approval. All improvements shall comply with City Regulations, and Tracy Hills Design Standards. Such improvements shall include, but are not limited to, roadways, water supply system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval and as outlined in the Mitigation Measures listed in the EIR.

C.2.7.2 Corral Hollow Road Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26, 2012, pursuant to Resolution 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, and depicted Corral Hollow Road Plan Line.

The Corral Hollow Road Plan Line established the amount of right-of-way to be dedicated from the Project along Corral Hollow Road. The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road along the entire frontage of the Property on Corral Hollow Road to the project boundary along I-580. The dedication shall include Caltrans Right of Way and City of Tracy requirements that satisfies the roadway cross section shown on the Corral Hollow Road Plan Line, including a future westbound loop on-ramp at the interchange. The Subdivider shall also dedicate right-of-way for construction of intersection improvements with a traffic signal at Spine Road / Corral Hollow Road, for Phase 1A and project buildout requirements, including all turn lanes.

The Subdivider shall be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements.

C.2.7.3 Corral Hollow Road Improvements (Project Frontage)

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

Prior to issuance of final inspection or occupancy of Model Homes and residential units the Subdivider shall complete substantial portion of the Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer. The improvements will include, but are not limited to, construction of, at a minimum, one southbound through lane, one southbound right-turn lane at Spine Road, one northbound through lane, one northbound left-turn lane at Spine Road, temporary concrete median island, including tapers, asphalt concrete pavement, water main, fire hydrants, storm drain lines, catch basins, traffic signal, pavement markings and striping, traffic signage, street lighting, roadway section construction and/or replacement, asphalt concrete overlay (where required), pavement transitions and other street and utilities improvements that are required to serve the Project based on the phasing plan approved by the City Engineer. Roadway design shall conform to STAA truck traffic requirements and Caltrans requirements.

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

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

- C.2.7.4 In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the necessary improvement security before approval of the first Final Map within the Project.
- C.2.7.5 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the CRMP and landscape improvements behind the curb) and improvements within Caltrans right-of-way at I-580/Corral Hollow Road interchange that are not constructed or security posted with OIA at the time of

approval of the first Final Map, the Subdivider shall enter into a DIA with the City.

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

C.2.7.6 **Traffic Control Plan** - Before starting any work within City's right-of-way on Corral Hollow Road, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California. Subdivider shall comply with Caltrans requirements and standards for any work conducted within Caltrans ROW.

C.2.7.7 The Subdivider shall design and construct Corral Hollow Road Improvements to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (CHDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), the Applicable Law, and these Conditions of Approval.

C.2.7.8 The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix, and are included herein by reference. Subdivider shall comply with the applicable mitigation measures as outlined in the EIR. Following is a list of traffic improvements for Phase 1A from the mitigation measures included with implementation requirements.

a) Corral Hollow Road/ I-580 EB Ramps (Mitigation Measure 4.13-14a, Intersection #1)

Prior to final inspection of the building that will generate 196 (cumulative) peak hour trips from the Project, the Subdivider shall install an all-way stop controlled intersection as an interim improvement. In order to guarantee timely installation of the stop signs, prior to final inspection of building generating 100 peak hour trips, the Subdivider shall obtain an encroachment permit from Caltrans. The installation of stop signs shall be included in the Deferred Improvement Agreement.

Prior to final inspection of a building that will generate 832 (cumulative) peak hour trips from the Project, the

Subdivider shall install a traffic signal at the intersection. In order to guarantee timely installation of the traffic signal, prior to final inspection of building generating 700 peak hour trips, the Subdivider shall obtain an encroachment permit from Caltrans. The installation of traffic signal shall be included in the Deferred Improvement Agreement.

The Subdivider shall, in collaboration with the City Engineer and Caltrans, commence with an encroachment permit application process to install the all-way stop sign and signal not later than ninety (90) calendar days following approval of the Vesting Tentative Map by the City of Tracy. If the Subdivider / City is unable to obtain required permits from Caltrans, City shall issue building permits beyond the above-mentioned limits, provided that the Subdivider has, to the reasonable satisfaction of the City Engineer, diligently pursued its efforts to obtain the required permits and collaborated closely with City staff in this effort.

The Subdivider shall submit a trip generation calculation with each building permit application or Final Map approval as directed by the City Engineer.

Any improvements installed that will be part of the Traffic Impact Fee Program (Fee Program) will be eligible for fee credits in accordance with City Regulations and the Development Agreement. The installation of traffic improvements at these locations will require Caltrans approval and an Encroachment permit from Caltrans.

b) Traffic Signal at Spine Road /Corral Hollow Road (Mitigation Measure 4.13-14a, Intersection #3)

A traffic signal at Spine Road / Corral Hollow Road shall be installed and made operational before final inspection of first building within the Project. The Subdivider shall provide improvement plans that show the design and construction details of the traffic signal and all associated intersection improvements such as turn lanes, signage and striping, traffic controller and power supply cabinet, traffic detecting loops and video camera for traffic monitoring, fiber optic traffic signal interconnect system and other improvements reasonably determined by the City Engineer to be necessary to operate a signalized intersection. The improvement plans shall be submitted prior to approval of the first final map (residential or commercial).

The traffic signal at Spine Road/ Corral Hollow Road is not included in the Fee Program, and hence the Subdivider shall pay for costs of design and construction of the traffic signal improvements.

c) Traffic Signal at Corral Hollow Road / Linne Road
(Mitigation Measure 4.13-14a, Intersection #4)

The Subdivider shall design and install a traffic signal at the intersection that will have interconnect with the railroad crossing controller. These improvements will require UPRR and CA PUC approval

Prior to final inspection of a building that will generate 396 (cumulative) peak hour trips from the Project, the Subdivider shall install a traffic signal at the intersection. In order to guarantee timely installation of the traffic signal, prior to final inspection of building generating 300 peak hour trips, the Subdivider shall obtain an encroachment permit / agreement from UPRR. The installation of the traffic signal shall be included in the Deferred Improvement Agreement.

The Subdivider shall, in collaboration with the City Engineer and UPRR / CA PUC, commence an engineering design process for the traffic signal improvements not later than ninety (90) calendar days following approval of this Vesting Tentative Map by the City of Tracy. If the Subdivider is unable to obtain required permits from UPRR / CA PUC, City shall issue building permits beyond the above-mentioned limits, provided that the Subdivider has, to the reasonable satisfaction of the City Engineer, diligently pursued its efforts to obtain the required permits and collaborated closely with City staff in this effort.

The Subdivider shall submit a trip generation calculation with each building permit application or Final Map approval as directed by the City Engineer.

Any improvements installed that will be part of the Traffic Impact Fee Program (Fee Program) will be eligible for fee credits in accordance with City Regulations and the Development Agreement.

d) Intersection Improvements at Tracy Boulevard /
Linne Road (Mitigation Measure 4.13-14a, Intersection #5):

The Subdivider shall reconstruct the eastbound approach to an eastbound left turn lane and eastbound through lane, and the westbound approach to a westbound right turn lane and a westbound through lane

Prior to final inspection of a building that will generate 469 (cumulative) peak hour trips from the Project, the Subdivider shall install intersection improvements as identified in the EIR. In order to guarantee timely installation of said improvements, prior to final inspection of building generating 400 peak hour trips, the Subdivider shall submit improvement plans and obtain approval by the City

Engineer. The Intersection Improvements shall be included in the Deferred Improvement Agreement.

The Subdivider shall, in collaboration with the City Engineer and UPRR / CA PUC (if required), commence with an engineering design process for the intersection not later than ninety (90) calendar days following approval of the Vesting Tentative Map by the City of Tracy. If the Subdivider is unable to obtain required permits from UPRR / CA PUC, City shall issue building permits beyond the above-mentioned limits, provided that the Subdivider has, to the reasonable satisfaction of the City Engineer, diligently pursued its efforts to obtain the required permits and collaborated closely with City staff in this effort. The Subdivider shall submit a trip generation calculation with each building permit application or Final Map approval as directed by the City Engineer.

Alternatively, with the approval of the City Engineer, the Subdivider may install a traffic signal interconnected with the controller at the railroad crossing, which installation would be subject to approval by the City Engineer.

Any improvements installed that will be part of the ultimate (program) improvements may be eligible for fee credits in accordance with City Regulations and the Development Agreement.

e) Overlay Corral Hollow Road between I-580 and Linne Road (Mitigation Measure 4.13-14b)

Before final inspection or occupancy of the first building (excluding the Model Homes) within the Project, the Subdivider shall overlay the existing two lanes on Corral Hollow Road between I-580 right-of-way and railroad right-of-way including 100 feet of the easterly leg of Linne Road. The Subdivider shall provide improvement plans that show the design and construction details of the overlay improvements and shall commence with the improvement plans following approval of the Vesting Tentative Map. The improvement plans shall be approved prior to approval of the first final map (residential or commercial). The Overlay Improvements shall be included in the Off-site Improvement Agreement.

No fee credits or reimbursements shall be applicable for these improvements.

f) Interim / Permanent School Site and roadways (Mitigation Measures 4.13-15d, 4.13-15e and 4.13-15f)

The Subdivider shall provide roadways to the school that meet acceptable on and off-site storage for drop-off/pickup queuing, safety considerations, vehicular circulation, and bike and pedestrian access, per the City Standard Plans and Vesting Tentative Map.

Prior to approval of the Vesting Tentative Map, or when the first student from Phase 1a attends either Tracy Hills Elementary School or Tom Hawkins Elementary School or the new school located within the Project (Phase 1a) commences design, the Subdivider shall demonstrate that the following planning and design considerations are addressed to the satisfaction of the City Engineer:

- School driveways are located directly opposite proposed streets entering the residential neighborhood to maximize traffic and student safety.
- 10' concrete Pedestrian and bicycle paths, sidewalks, and crosswalks are provided.
- A Safe Routes to School Program (SRTS) is initiated in coordination with the School District for the Phase 1a school site. The SRTS Program shall be funded and developed by the Subdivider. The SRTS Program shall be developed when the School District applies for an Encroachment Permit from the City.
- The Subdivider shall fund the development of a Traffic Management Plan to the satisfaction of the City Engineer, the Police Department, and the Jefferson School District for the interim conditions when additional traffic would be generated to the interim school adjacent to the Tracy Hills Elementary School. The Traffic Management Plan shall be implemented when the temporary school building opens up for attendance and the first student from Tracy Hills attends the school(s).

g) Traffic Signal at Lammers Road / Old Schulte Road
(Mitigation Measure 4.13-5a, Intersection #10)

The City has established a CIP Project for this interim improvement and partial funds have already been collected from other development projects as fair share payments and these other development projects funded the addition of the northbound left-turn lane only. The Applicant shall pay a proportionate share for the interim capacity improvements. These fees will be payable at the final inspection of the first building for the Project.

h) Traffic Signal at Internal Intersection at Business Park Main Driveway and Spine Road (Mitigation Measure 4.14-5a, Intersection #23)

A traffic signal at the Business Park Main Driveway and Spine Road shall be installed and made operational before issuance of Certificate of Occupancy for the first commercial building permit for within the Project. The Subdivider shall provide improvement plans that show the design and construction details of the traffic signal and all associated intersection improvements such as turn lanes, signage and striping, traffic controller and power supply cabinet, traffic detecting loops and video camera for traffic monitoring, fiber optic traffic signal interconnect system and other improvements reasonably determined by the City Engineer to be necessary to operate a signalized intersection. The improvement plans shall be submitted prior to issuance of a building permit for the first commercial building within the Project. The installation of the traffic signal shall be included in the Deferred Improvement Agreement.

C.2.7.9 As the properties north of the Project along Corral Hollow Road develop, City will install fiber-optic lines to connect signals on Corral Hollow Road. In the interim, at the time of installation of traffic signals at Corral Hollow Road / Spine Road and other traffic signals with the Project, the Subdivider shall provide a functional communication system acceptable to the City Engineer, to connect the City's Traffic Control Management Center (TCMC) located at the City Hall to the traffic signals that will be constructed with this Project. Any required improvements at the TCMC to facilitate communications in the interim condition that is not part of the Master Plan Facilities, shall be installed at Subdivider's cost, and no fee credits or reimbursements will be applicable.

C.2.7.10 Bus shelter and turnout on Corral Hollow Road and Spine Road: The bus shelters and turnouts on Spine Road shall be constructed as part of the Spine Road Improvements. Bus turnouts and shelters on Spine Road shall be located at the two fire turnouts on Spine Road. The City will provide the construction details and materials specifications of the bus shelter. Timing of construction of bus shelters will be determined in the future based on the extension of TRACER's Fixed Route to serve the Project. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for two bus shelters on Spine Road, and one bus shelter on Corral Hollow Road at the time of approval of the first Final Map within the Project.

- C.2.7.11 Encroachment Permit. Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan that is prepared by and signed and stamped by a Civil Engineer or Traffic Engineer registered to practice in the State of California, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.
- C.2.7.12 Dead-End Streets. A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds meeting the requirements of Fire Department shall be provided at these dead-end streets.
- C.2.7.13 Spine Road and Other In-tract Streets. The Subdivider shall dedicate all rights-of-way that are necessary to construct Spine Road and all the in-tract streets based on their respective cross sections shown on the Vesting Tentative Subdivision Map with the Final Map for the respective phase. The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with the Vesting Tentative Subdivision Map.
- Design and construction details of the in-tract streets such as asphalt concrete pavement, curb, gutter, sidewalk, street light, water main, fire hydrant, landscaping with automatic irrigation system, storm drain, catch basin and drop inlets, sanitary sewer main and lateral, water main, individual water service and meter, pavement marking and striping, traffic sign, driveway, handicap ramp and other street improvements shall comply with City Regulations and shall be shown on the Improvement Plans.
- C.2.7.14 The Subdivider shall construct an all-whether, emergency vehicle access as required in Planning Division's Conditions.

The Subdivider and City shall enter into an EVA Agreement prior to the start of construction. This agreement will address access across private properties and maintenance responsibilities. The Subdivider shall submit improvement plans for any improvements required by the Police and Fire Departments, and agencies having jurisdiction. The Subdivider shall obtain any permits and/or easements that may be required for construction

and use of the EVA. Required improvements may include but not limited to addition of gates with optical opening devices, turnouts, and gates at the California Aqueduct.

- C.2.7.15 The Subdivider shall execute Grant of Easement documents for the Emergency Vehicle Access Easement at the time of approval of the first Final Map.
- C.2.7.16 Prior to final inspection or certificate of occupancy for the 289th residential unit within the Project, a fire station and all related equipment shall be constructed and operational to serve Tracy Hills in accordance with the Citywide Public Safety Master Plan.
- C.2.7.17 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.
- C.2.7.18 Subdivider must provide and verify sight distances, where applicable, with regard to reverse lots and fence placements as required by the City Engineer.

C.2.8 Mini/Neighborhood and Community Parks

- C.2.8.1 The Subdivider shall offer for dedication Parcels "A", "B" and "C" for park purposes on the Final Map that corresponds to the timing of completion of respective parks as identified in Planning's Conditions. The Subdivider shall design and construct the neighborhood park improvements consistent with the Tracy Hills Specific Plan and City Regulations. The Subdivider shall be eligible for neighborhood/mini park fee credits in accordance with the PI&RA and Title 13 of the TMC.
- C.2.8.2 The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement and Reimbursement Agreement" or "PI&RA"), and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the neighborhood park improvements specified in Planning Division's Conditions of Approval.
- C.2.8.3 Before issuance of the first residential building permit (excluding model homes), the Subdivider shall submit park design alternatives for review by the City to determine the Phillips 66 pipeline impacts and overall grading over the future construction and use of Parks 1 & 2. The Subdivider's design engineer will be responsible for providing grading designs that will demonstrate that the proposed mass grading will facilitate park improvements construction without the requirement of major regrading or retaining walls.

C.2.9. Public Utility Easements

C.2.9.1 Undergrounding of Overhead Utilities. The existing overhead lines and poles shall be removed from the Project specifically along the west side of Corral Hollow Road. The Subdivider shall abandon any easements associated with these overhead lines that are no longer needed.

C.2.9.2 All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

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

C.2.9.3 Public Utility Easements on sideyard lots shall be adjusted in final neighborhood designs based on actual joint trench design requirements.

C.2.10 Phillip 66 Oil Pipeline Easement and Facilities

C.2.10.1 Prior to beginning of grading operations that may impact the existing Phillips 66 underground facilities within the Project, the Subdivider shall obtain signatures on the improvement plans by Phillips 66. Grading and improvement plans affecting Phillips 66 facilities shall comply with the applicable version of Phillip 66 Pipeline Encroachment Design and Construction Specifications. The Improvement plans shall contain an approval block for Phillip 66 indicating their approval of such designs.

C.2.10.2 Before the approval of the park improvement plans, the Subdivider shall submit evidence of approval of the park

plans by Phillips 66 for the proposed park improvements consistent with the Parks Master Plan and as approved by the City. Subdivider shall provide a grading plan and profiles showing cut/fill sections over the Phillips 66 pipelines within proposed park areas.

The Subdivider shall be responsible for design and construction of surface water drainage facilities within the Phillip 66 Oil Line Easement. All surface water within this easement shall be collected and channeled to the public storm drainage system within public roadways.

- C.2.10.3 The Subdivider shall notify in writing the future buyers of lots about the existing Philips 66 easement and any requirements /restrictions relating to the existence of the easement. The Disclosure Statement(s) shall be made part of the Sale Deeds and recorded in compliance with the applicable law.

C.3. Final Map

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

- C.3.1 Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.
- C.3.2 Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.
- C.3.3 Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).
- C.3.4 Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from

two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

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

C.3.6 Subdivision Improvement Agreement. Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

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

C.3.7 Improvement Security. The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.7.1 Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.3.7.2 Labor & Material (100% of the estimated cost of constructing the public facilities), and

C.3.7.3 Warranty (10% of the estimated cost of constructing the public facilities)

C.3.7.4 Monumentation (\$750 multiplied by the total number of street centerline monuments that are shown on the Final Map)

- C.3.8 Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.
- C.3.9 Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.
- C.3.10 Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.
- C.3.11 Subdivider has submitted signed and stamped Improvement Plans as required in Condition C.2 above.

C.4. Grading and Encroachment Permit

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

- C.4.1 Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.
- C.4.2 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.4.3 Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.
- C.4.4 Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

- C.4.5 Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.
- C.4.6 A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).
- C.4.7 Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection.
- C.4.8 Reasonable written permission from irrigation district or affected owner(s), if applicable as required in Condition C.2.2.5, above. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.
- C.4.9 Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.
- C.4.10 Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.
- C.4.11 Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.
- C.4.12 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.
- C.4.13 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.
- C.4.14 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of

improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate.

- C.4.15 Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution 2014-059.
- C.4.16 Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.
- C.4.17 As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling and/or soil vapor sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.
- C.4.18 As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions including, but not limited to, the following, except that the timing of payment of fees shall be as approved in the Development Agreement:

- C.5.1 Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution 2014-010) as these relate to the Project and as required by these Conditions of Approval.
- C.5.2 Check payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report and these Conditions of Approval.
- C.5.3 Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and the Mitigation Monitoring and Reporting Program of Tracy Hills Final Environmental Impact Report and these Conditions of Approval.

- C.5.4 Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.
- C.5.6 The Project developer(s) shall be required to pay the Transportation Impact Fee established pursuant to the written Agreement by and between the City of Tracy, LTA, the Sierra Club, the County of Alameda, and the City of Livermore to the City of Tracy prior to issuance of building permits for any residential portion of the Project. Said condition shall be incorporated into any development agreement or similar agreement if entered into by the developer and the City of Tracy. Said condition shall constitute the only regional traffic impact fee charged against the Project.

C.6. Final Building Inspection

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

- C.6.1 The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).
- C.6.2 The Subdivider shall pay a fair share towards the cost of constructing the interim improvements at the Lammers Road/Old Schulte Road intersection, as determined by the City Engineer.

C.7. Temporary or Final Building Certificate of Occupancy

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

- C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.
- C.7.2 The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities

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

C.8. Acceptance of Public Improvements

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

- C.8.1 All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.
- C.8.2 Subdivider has completed the 90-day public landscaping maintenance period.
- C.8.3 Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.
- C.8.4 Signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

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

C.10. Special Conditions

- C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.
- C.10.2 When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in

order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

- C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).
- C.10.4. Benefit District – The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.
- C.10.5. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

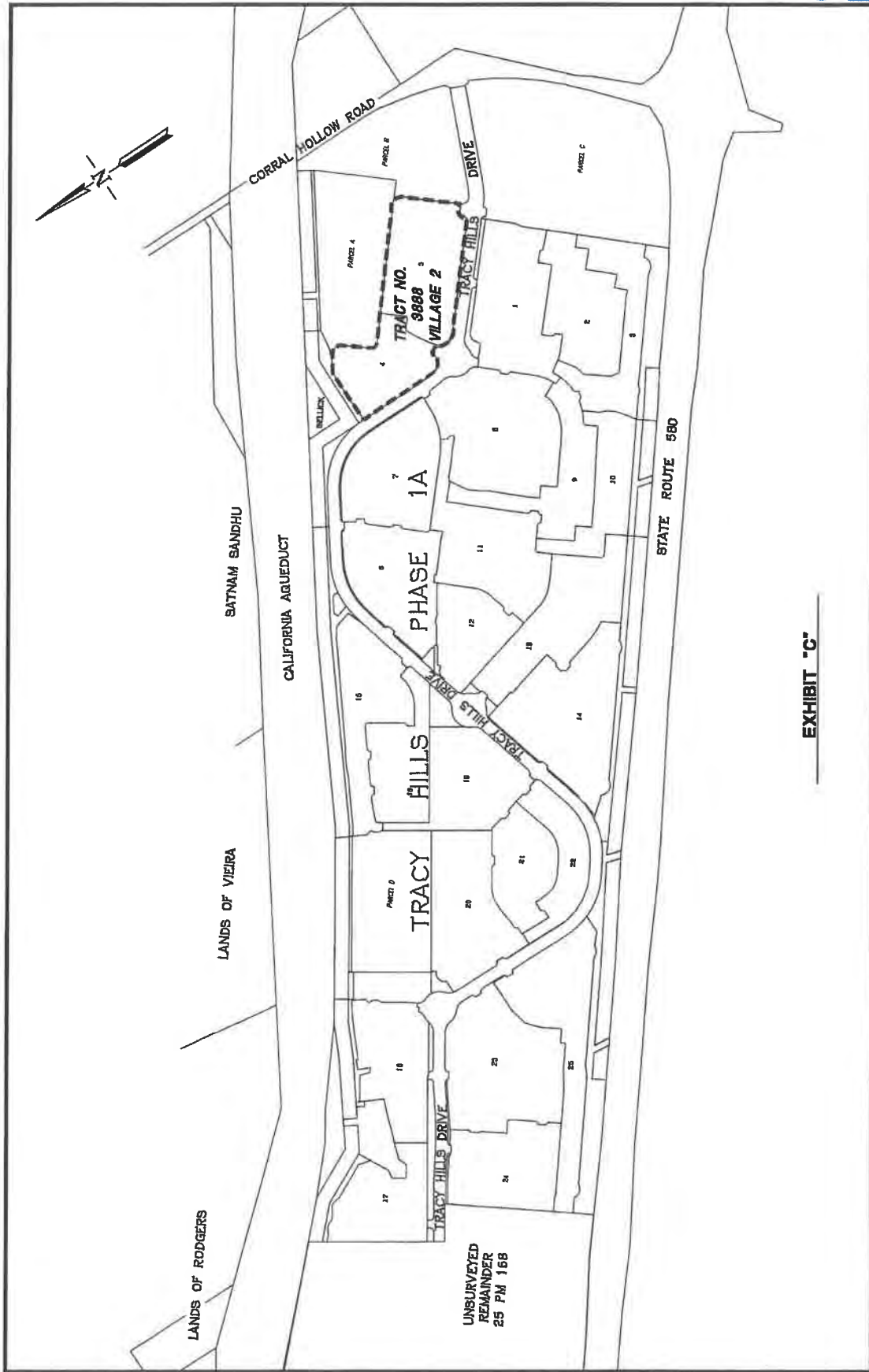


EXHIBIT "C"

© 2002 by the City of Tracy, California. All rights reserved. This map is for informational purposes only and does not constitute a contract or warranty of any kind. The City of Tracy is not responsible for any errors or omissions on this map.

RESOLUTION 2018-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3888, TRACY HILLS VILLAGE 2

WHEREAS, A Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788 (VTSM), with approximately 1,160 single-family residential lots, an approximately 50 acre mixed-use business park/commercial retail area, three public parks, school site, and numerous other Homeowners Association owned and maintained parcels, was approved by the Tracy City Council on April 5, 2016, pursuant to Resolution No. 2016-066, and

WHEREAS, The Final Subdivision Map for Tract 3888, Tracy Hills Village 2, consists of 74 single-family residential lots within the boundaries of the aforementioned approximately 1,160 lot Tracy Hills Phase 1A project, and

WHEREAS, The Conditions of Approval for the VTSM require the Subdivider to design and construct certain on-site improvements as a condition of approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards, and

WHEREAS, The Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Subdivider, and approved by the City Engineer, and

WHEREAS, The Subdivision Improvement Agreement (SIA) addresses construction of Sacramento Drive, Coriander Street, Ellerby Place, Tracker Place, Davie Place, Pickering Street, Vermont Avenue, Spanner Street, Spanner Court, and Fargo Court, and other in-tract improvements associated with the 74 lots that will be developed by the Subdivider as part of Tracy Hills Village 2, and

WHEREAS, The Subdivider has executed the SIA and has posted the required securities to guarantee completion of the improvements, and

WHEREAS, Upon completion of all improvements, the City will accept the improvements and will accept all offers of dedication of public right-of-way, and

WHEREAS, The Developer will pay for the cost of engineering inspection and processing the SIA;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Final Subdivision Map for Tract 3888, Tracy Hills Village 2, and authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 21st day of August, 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.C

REQUEST

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3953, TRACY HILLS VILLAGE 6A, AND AUTHORIZE THE CITY CLERK TO FILE THE SUBDIVISION IMPROVEMENT AGREEMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER

EXECUTIVE SUMMARY

City staff requests that the City Council approve the Final Subdivision Map for Tract 3953, Tracy Hills Village 6A, for subdivision into 70 lots for single-family residential purposes. Approval of the Final Subdivision Map will facilitate recordation of the Final Subdivision Map, the construction of in-tract improvements, and the issuance of the building permits to construct residential houses. Tracy Phase I, LLC, a Delaware limited liability company ("Subdivider"), has signed the Subdivision Improvement Agreement (SIA) and posted the required security to guarantee completion of the improvements required as a condition of approval of the Final Subdivision Map.

DISCUSSION

On April 5, 2016, the City Council approved the Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788 (VTSM), pursuant to Resolution No. 2016-066. The VTSM includes approximately 1,160 single-family residential lots, an approximately 50 acre mixed-use business park/commercial retail area, three public parks, school site, and numerous other Homeowners Association owned and maintained parcels. The Final Subdivision Map for Tract 3953, Tracy Hills Village 6A, consists of 70 single-family lots within the boundaries of the aforementioned approximately 1,160 lot Tracy Hills Phase 1A project. Attachment A shows the overall Tracy Hills Phase 1A project area and the location of the Final Subdivision Map for Tract 3953, Tracy Hills Village 6A.

The Subdivider is requesting approval of the Final Subdivision Map for Tract 3953, Tracy Hills Village 6A, to create 70 single-family residential lots within the boundaries of, and in conformance with, the approved VTSM. The Final Subdivision Map for Tract 3953, Tracy Hills Village 6A (Attachment B) has been prepared on behalf of the Subdivider and reviewed by the Engineering Division.

The Conditions of Approval for the VTSM require the Subdivider to design and construct certain on-site improvements as a condition of approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. Improvement Plans for the required improvements, excepting landscape and irrigation improvements within the parkway strips along the proposed streets, have been prepared on behalf of the Subdivider, and approved by the City Engineer. The Landscape Plans are currently undergoing separate review by the Engineering Division.

The Subdivision Improvement Agreement (Attachment C) addresses construction of Tourmaline Way, Callaway Drive, Callaway Court, Dunsmuir Avenue, Teagarden Place, Granville Street, Sasser Place and Starcross Drive, and other in-tract improvements associated with the 70 lots that will be developed by the Subdivider as part of Village 6A. The SIA will be amended at a later date to include the parkway landscape and irrigation improvements, upon approval of the Landscape Plans by the Engineering Division.

The Subdivider has executed the SIA and posted the required security to guarantee completion of the improvements.

The Final Subdivision Map has been reviewed as to its substantial compliance with approved VTSM. The SIA, Final Subdivision Map, and Improvement Plans are on file with the City Engineer and are available for review upon request.

Upon completion of all improvements, the City will accept the improvements for maintenance and will accept all offers of dedication of public right-of-way at that time.

FISCAL IMPACT

The Subdivider has paid the applicable engineering review fees, which include the cost of review of the Improvement Plans and processing the agreements.

STRATEGIC PLAN

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

RECOMMENDATION

That the Tracy City Council, by resolution, approve the Final Subdivision Map for Tract 3953, Tracy Hills Village 6A, and authorize the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

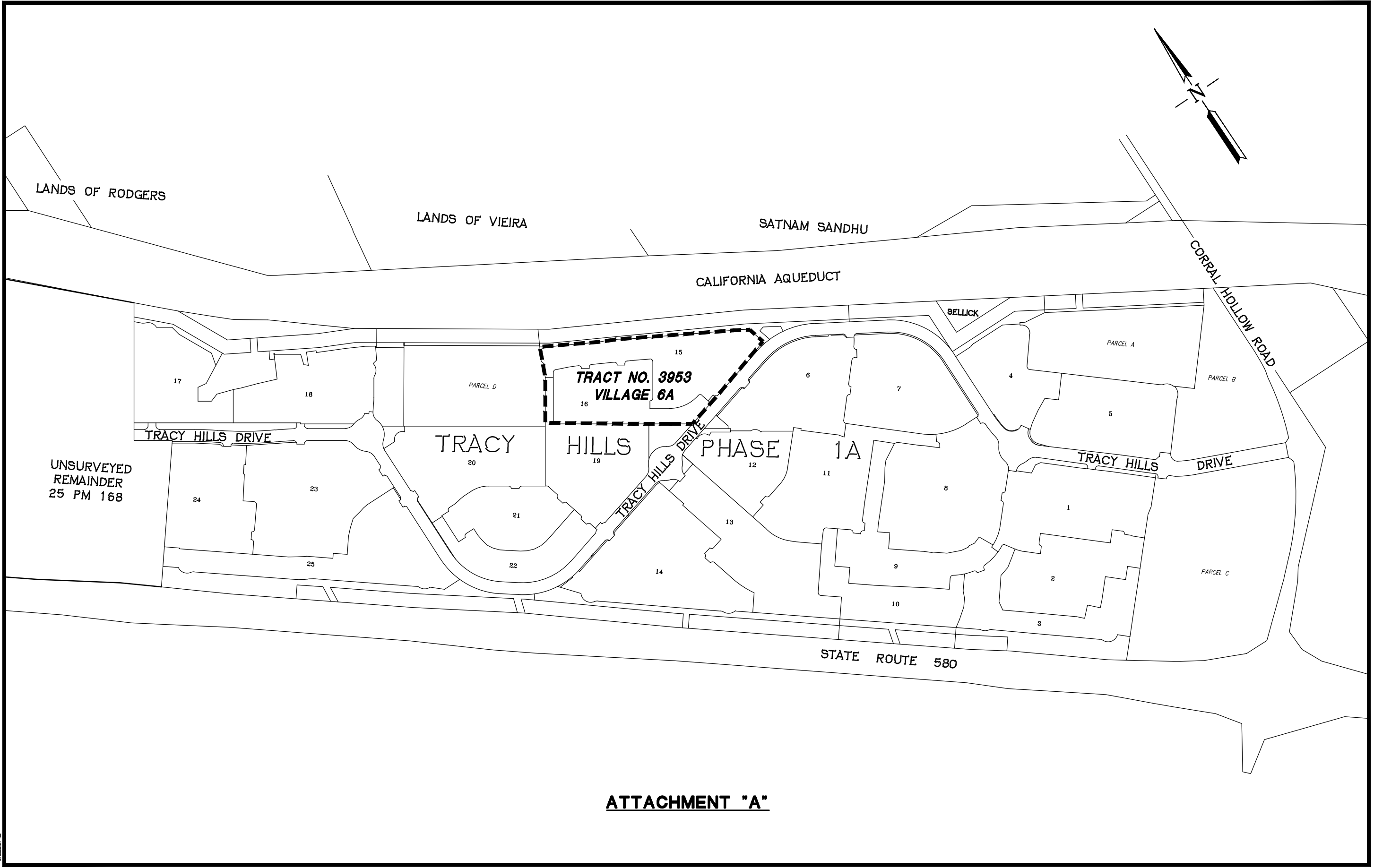
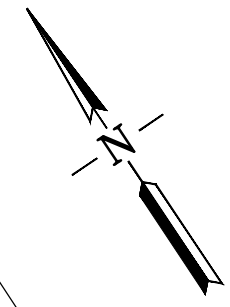
Prepared by: Nanda Gottiparthi, PE, SNG & Associates, Inc.

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Andrew Malik, Development Services Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Final Subdivision Map
Attachment C – Subdivision Improvement Agreement



ATTACHMENT "A"

G:\JOB2012\121083-1\1\CAD FILES\00-EXHIBITS\SA EXHIBITS\6A - ATTACH_A.DWG 6/18/2018 8:55:45 AM ALLYSON GILESPE

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED AND SHOWN ON THIS FINAL MAP OF "TRACT NO. 3953, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 6A", CITY OF TRACY, CALIFORNIA, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY, IN FEE, FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "TOURMALINE WAY", "CALLAWAY DRIVE", "CALLAWAY COURT", "DUNSMUIR AVENUE", "TEAGARDEN PLACE", "GRANVILLE STREET", "SASSER PLACE", AND "STARCROSS DRIVE" WITHIN THE BOUNDARY OF THIS MAP ARE FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREA DESIGNATED AS "PUBLIC STREET EASEMENT" OR "PSTE" IS FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE" ARE FOR PUBLIC UTILITY PURPOSES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF TRACY AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "ONE-FOOT ACCESS RESERVE STRIP" ARE FOR THE RIGHT TO CONTROL ACCESS OVER AND ACROSS SAID STRIP.

THE REAL PROPERTY DESIGNATED WITHIN THE BOUNDARY OF THIS MAP AS "LOT A" IS HEREBY RETAINED BY OWNER FOR FUTURE DEVELOPMENT PURPOSES.

THE UNDERSIGNED HEREBY RELINQUISH TO THE PUBLIC FOREVER ALL ABUTTERS RIGHTS OF ACCESS FOR PEDESTRIAN AND VEHICLE INGRESS AND EGRESS ACROSS THE LOT LINES SHOWN THUSLY // (LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 AND 22 TO AND FROM PARCEL 0 OF TRACT NO. 3878, LOTS 22, 23, 24, 25, 26, 36, 37 AND 38 TO AND FROM TRACY HILLS DRIVE OF TRACT NO. 3878, LOTS 38, 39, 40 AND 41 TO AND FROM PARCEL 10 OF TRACT NO. 3878, LOTS 41, 42, 43, 44, 45, 46, 47, 48, 49 AND 57 TO AND FROM LOT A, LOTS 26 AND 36 TO AND FROM TOURMALINE WAY, LOTS 31, 58, 63, 64 AND 70 TO AND FROM CALLAWAY DRIVE, LOTS 18, 27, 52, 53, 60, 61, 66 AND 67 TO AND FROM GRANVILLE STREET, LOT 33 TO AND FROM DUNSMUIR AVENUE).

DATED THIS _____ DAY OF _____ 2018.

OWNER: TRACY PHASE I LLC, A DELAWARE LIMITED LIABILITY COMPANY
888 SAN CLEMENTE, SUITE 100
NEWPORT BEACH, CA 92660

BY: _____
JOHN STANEK, AUTHORIZED REPRESENTATIVE

OWNER'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,

SIGNATURE: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

TRACT NO. 3953
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 6A

BEING A SUBDIVISION OF LOTS 15, 16 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 26, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S. R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018

TRUSTEE'S STATEMENT

THE UNDERSIGNED, CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER (i) THAT CERTAIN THIRD PARTY DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FUTURE FILING DATED AS OF SEPTEMBER 29, 2017 AND RECORDED ON OCTOBER 4, 2017 AS INSTRUMENT NO. 2017-115289, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND (ii) THAT CERTAIN DEED OF TRUST, SECURITY AGREEMENT AND FUTURE FILING DATED AS OF SEPTEMBER 29, 2017 AND RECORDED ON OCTOBER 4, 2017 AS INSTRUMENT NO. 2017-115277, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2018.

CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION

BY: _____
NAME: _____ TITLE _____

TRUSTEE'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

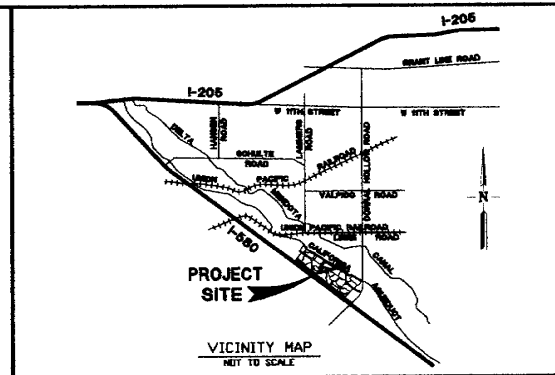
STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY ON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

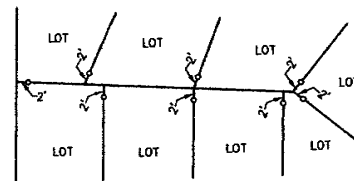
WITNESS MY HAND,

SIGNATURE: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____



NOTES:

- 1. APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM13-0005) CONDITIONS OF APPROVAL DATED APRIL 5, 2016.
- 2. ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
- 3. ALL REAR CORNERS ARE TO BE REFERENCED WITH A 3/4" IRON PIPE AND CAP OR A NAIL AND TAG SET ON THE CORRESPONDING SIDE PROPERTY LINES ON A 2 FEET OFFSET AS TYPICALLY SHOWN BELOW, UNLESS OTHERWISE NOTED.



SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a), 3(A)(1) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

- 1. CONOCO PHILLIPS PIPELINE EASEMENTS: 1897 O.R. 449, 1963 O.R. 227

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ RECORDER'S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: \$ _____ PAID

STEVE J. BESTOLARIDES
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

TRACT NO. 3953
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 6A

BEING A SUBDIVISION OF LOTS 15, 16 & 19 AS SHOWN ON
TRACT NO. 3878 RECORDED JANUARY 26, 2018
IN BOOK 43 OF MAPS AND PLATS AT PAGE 17
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E.
MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRACY PHASE I, LLC, ON JANUARY 1, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2020, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____ 2018.



SCOTT A. SHORTLIDGE, P.L.S. NO. 6441

CITY ENGINEER'S STATEMENT

I, ROBERT ARMJAO, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF TRACY, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3953, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 6A", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL THE PROVISIONS OF TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____ 2018.



ROBERT ARMJAO, R.C.E. NO. 63173
CITY ENGINEER

SURVEYOR FOR THE CITY STATEMENT

I, DAVID W. ENKE, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 3953, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 6A", CITY OF TRACY, CALIFORNIA AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____ 2018.



DAVID W. ENKE, L.S. NO. 4071

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT ITS REGULARLY HELD MEETING ON THE _____ DAY OF _____ 2018, THE CITY COUNCIL OF THE CITY OF TRACY, CALIFORNIA PER COUNCIL RESOLUTION NO. _____ APPROVED THIS FINAL MAP OF "TRACT NO. 3953, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 6A", CITY OF TRACY, CALIFORNIA, AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE OFFER OF DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, ACCEPTED ON BEHALF OF THE CITY THE RIGHT TO CONTROL ACCESS OVER AND ACROSS THE ONE-FOOT ACCESS RESERVE STRIPS, ACCEPTED ON BEHALF OF THE CITY THE RELINQUISHMENT TO THE CITY OF TRACY ALL ACCESS RIGHTS OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21 AND 22 TO AND FROM PARCEL 0 OF TRACT NO. 3878, LOTS 22, 23, 24, 25, 26, 28, 37 AND 39 TO AND FROM TRACY HILLS DRIVE OF TRACT NO. 3878, LOTS 38, 39, 40 AND 41 TO AND FROM PARCEL 00 OF TRACT NO. 3878, LOTS 41, 42, 43, 44, 45, 46, 47, 48, 49 AND 57 TO AND FROM LOT A, LOTS 26 AND 36 TO AND FROM TOURMALINE WAY, LOTS 31, 58, 63, 64 AND 70 TO AND FROM CALLAWAY DRIVE, LOTS 18, 27, 52, 53, 60, 61, 66 AND 67 TO AND FROM GRANVILLE STREET, LOT 33 TO AND FROM DUNSMUIR AVENUE, ALL AS SHOWN ON THIS FINAL MAP, AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREET RIGHTS-OF-WAY, SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON OF SAID STREET RIGHTS-OF-WAY, IN ACCORDANCE WITH TITLES 10 AND 12 OF THE TRACY MUNICIPAL CODE, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

I HEREBY FURTHER STATE PURSUANT TO SECTION 66477.5 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA THE LOCAL AGENCY SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE LOCAL AGENCY MAKES A DETERMINATION PURSUANT TO SAID SECTION THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES, AS SPECIFIED IN SUBDIVISION (C) OF SAID SECTION.

DATED THIS _____ DAY OF _____ 2018.

ADRIANNE RICHARDSON, CITY CLERK
AND CLERK OF THE CITY COUNCIL

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2080 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

REFERENCES:

- (1) DIVISION OF HIGHWAYS, DISTRICT 10, STATE HIGHWAY MAP 10 S.J. 580 11.0 SHEETS 9 TO 13 OF 21 SHEETS AND DEED 3085 O.R. 714 SAN JOAQUIN COUNTY RECORDS.
- (2) RECORD OF SURVEY, 33 RS 57
- (3) CITY OF TRACY GEODETIC CONTROL NETWORK RECORD OF SURVEY, 36 RS 118
- (4) PARCEL MAP, 25 PM 168
- (5) TRACT NO. 3878, 43 M & P 17
- (6) TRACT NO. 3889, 43 M & P 25

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

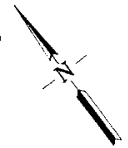
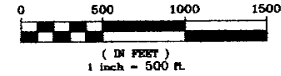
LEGEND

-----	TRACT MAP BOUNDARY LINE	PUE	PUBLIC UTILITY EASEMENT
-----	LOT LINE	PSTE	PUBLIC STREET EASEMENT
-----	EXISTING EASEMENT LINE	PAE	PRIVATE ACCESS EASEMENT
-----	NEW EASEMENT LINE	SDE	STORM DRAIN EASEMENT
-----	MONUMENT LINE	SSE	SANITARY SEWER EASEMENT
-----	MONUMENT TIE LINE	EX	EXISTING
-----	EXISTING PROPERTY LINE	(M-M)	MONUMENT TO MONUMENT
○	FOUND MONUMENT AS NOTED	(R)	RADIAL
⊙	SET STANDARD MONUMENT, STAMPED LS 6441	(T)	TOTAL
●	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441	O.R.	OFFICIAL RECORDS
●	SET PER REFERENCE AS NOTED	(DATA X1)	RECORD DATA & REFERENCE
○	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441		
////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED		

TRACT NO. 3953
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 6A

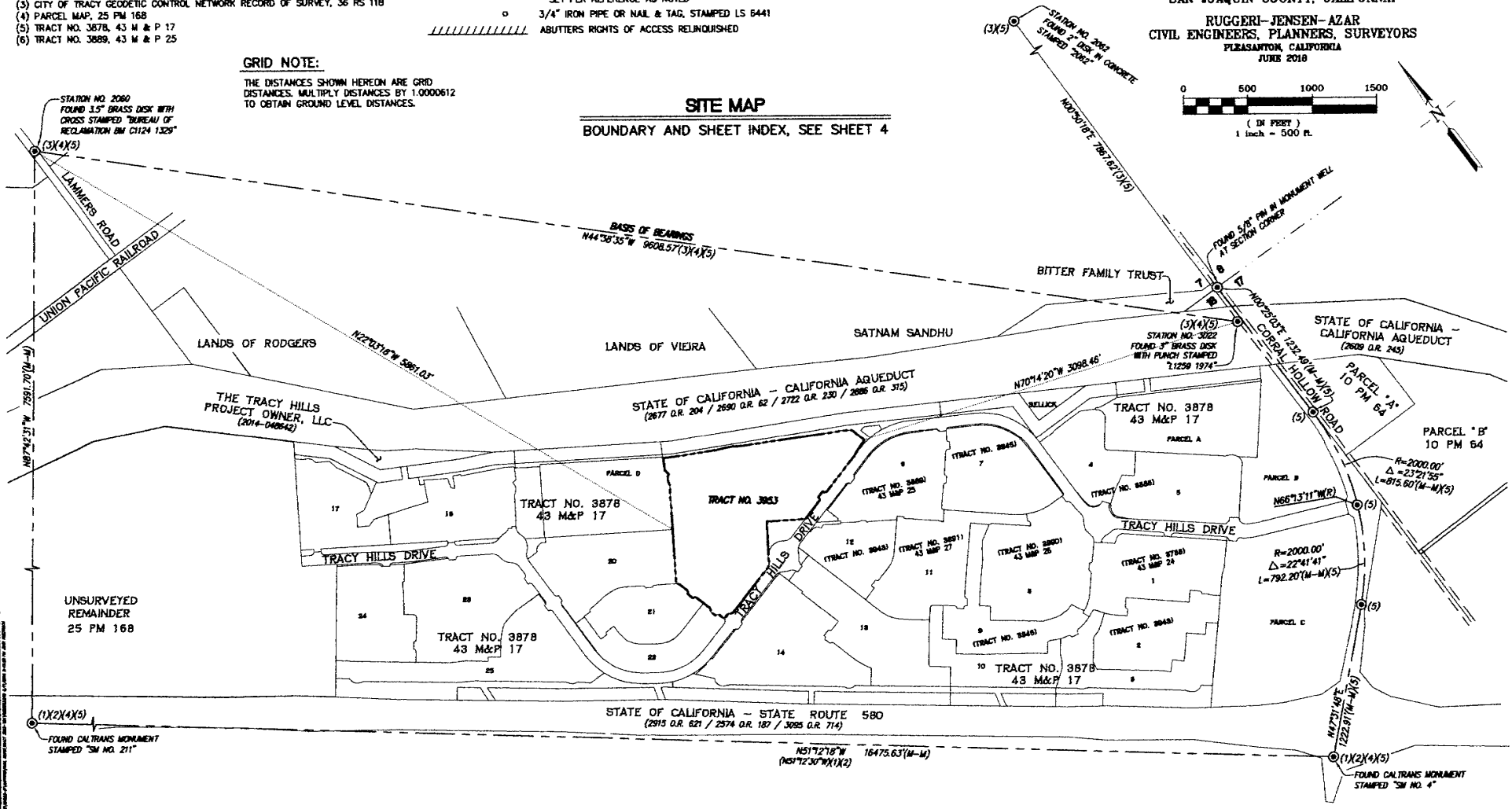
BEING A SUBDIVISION OF LOTS 15, 16 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 28, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT Diablo MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLACASANTON, CALIFORNIA
JUNE 2018



SITE MAP

BOUNDARY AND SHEET INDEX, SEE SHEET 4



STATE OF CALIFORNIA - CALIFORNIA AQUEDUCT

BOUNDARY MAP

AREA WITHIN TRACT MAP BOUNDARY LINE = 28.762 ACRES

AREA OF LOTS 1-70 = 13.084 ACRES

AREA OF STREETS = 6.214 ACRES

AREA OF SHEET COVERAGE

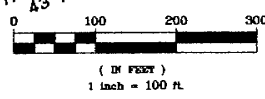
SHEET NUMBER

TRACT NO. 3878

43 M&P 17

STATION NO. 3022

TRACY HILLS DRIVE



(1 IN FEET)
1 inch = 100 ft.

GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

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

LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE

- ⊙ FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- PUE PUBLIC UTILITY EASEMENT
- PSTE PUBLIC STREET EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- EX EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA X1) RECORD DATA & REFERENCE
- ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3953
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 6A

BEING A SUBDIVISION OF LOTS 15, 16 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 28, 2018 IN BOOK 49 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018

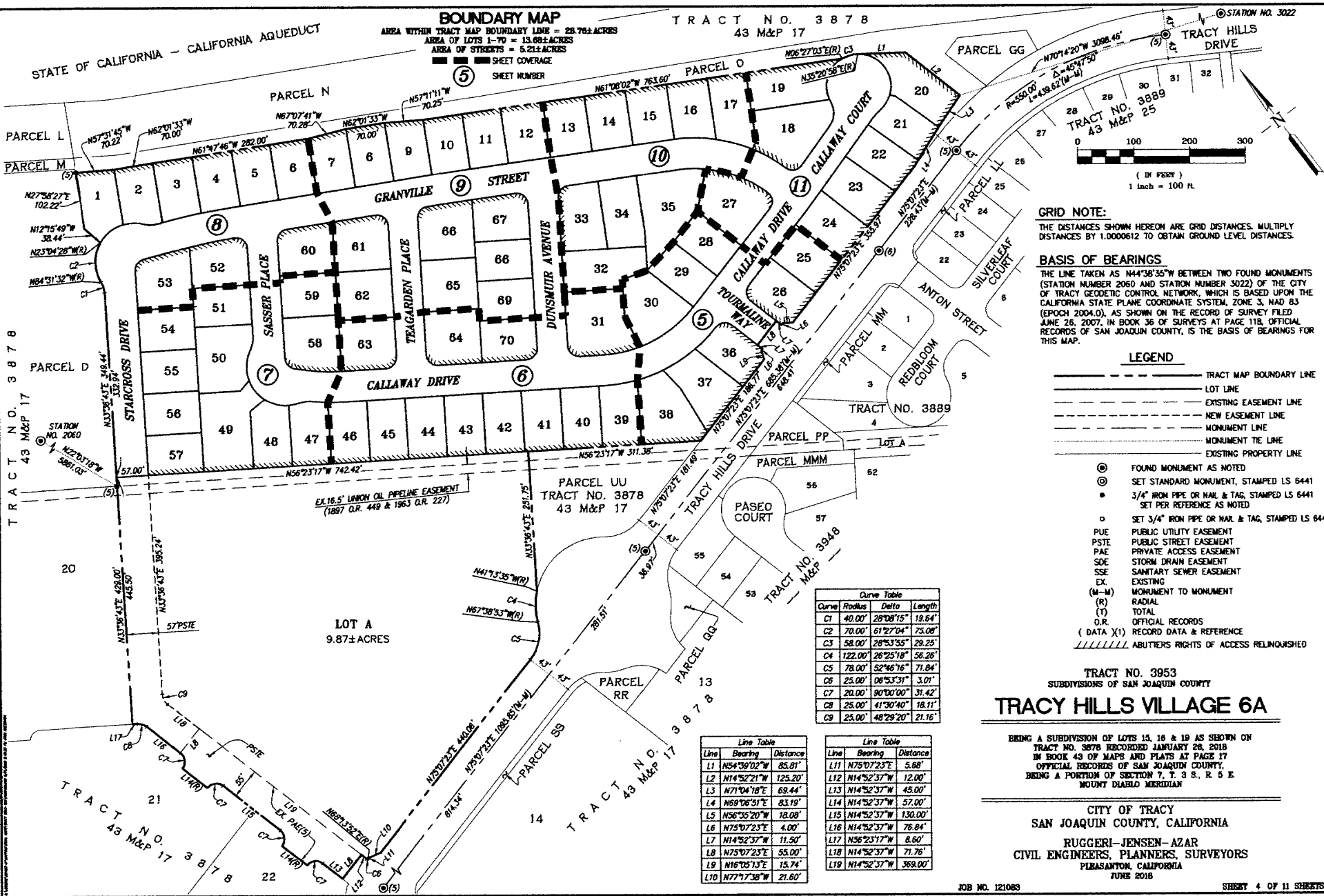
JOB NO. 121083

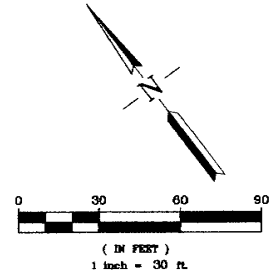
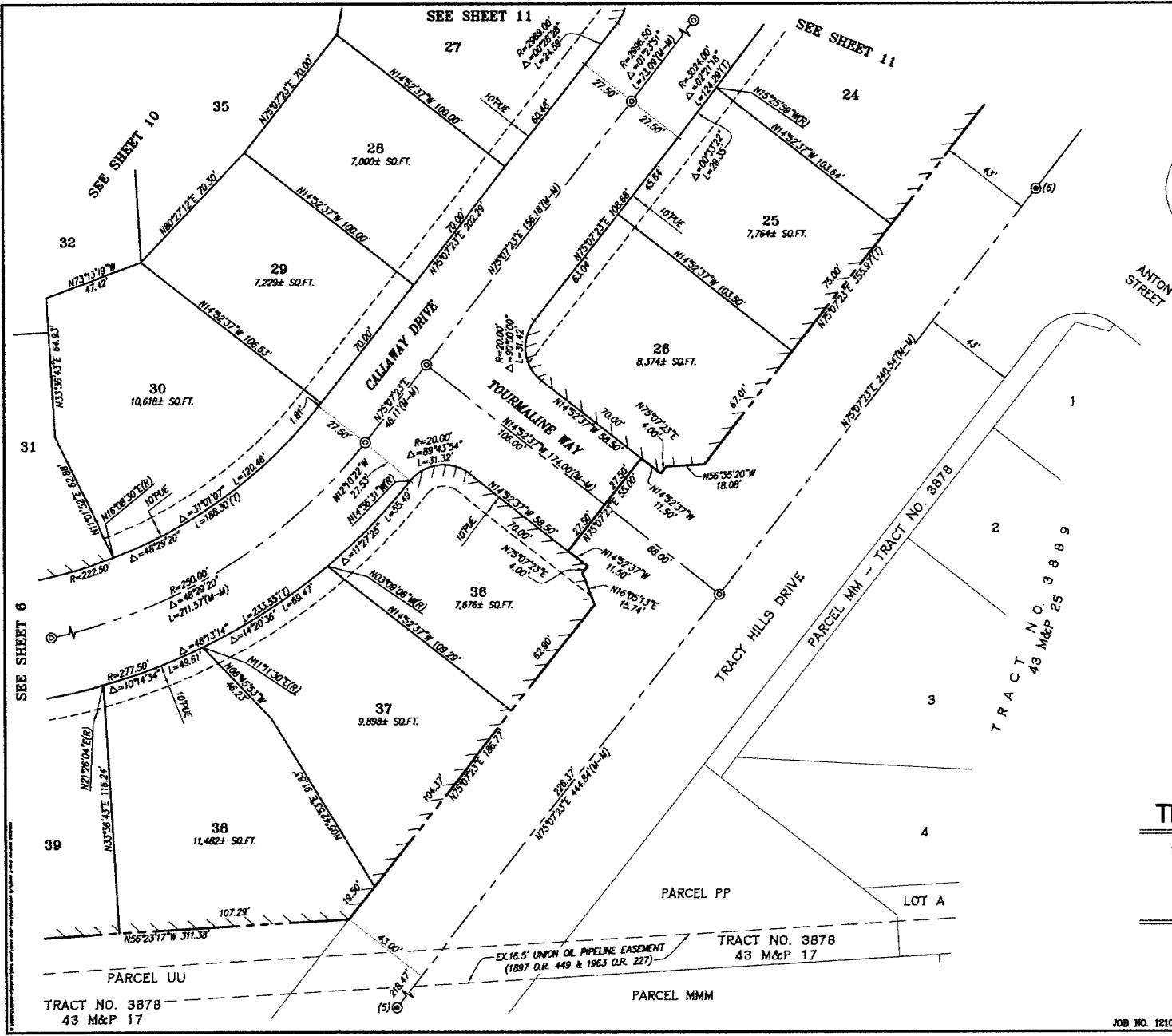
SHEET 4 OF 11 SHEETS

Curve	Radius	Delta	Length
C1	40.00'	28°08'15"	19.64'
C2	70.00'	61°27'04"	73.08'
C3	58.00'	28°53'35"	29.25'
C4	122.00'	26°25'19"	56.26'
C5	78.00'	52°46'16"	71.84'
C6	25.00'	06°53'31"	3.07'
C7	20.00'	90°00'00"	31.42'
C8	25.00'	41°30'40"	18.11'
C9	25.00'	48°29'20"	21.16'

Line	Bearing	Distance
L1	N54°39'02"W	85.81'
L2	N14°52'21"W	125.20'
L3	N71°04'18"E	69.44'
L4	N69°06'51"E	83.19'
L5	N56°35'20"W	18.08'
L6	N75°07'23"E	4.00'
L7	N14°52'37"W	11.50'
L8	N75°07'23"E	55.00'
L9	N16°05'13"E	15.74'
L10	N77°17'38"W	21.60'

Line	Bearing	Distance
L11	N75°07'23"E	5.68'
L12	N14°52'37"W	12.00'
L13	N71°04'18"E	45.00'
L14	N14°52'37"W	57.00'
L15	N14°52'37"W	130.00'
L16	N14°52'37"W	76.84'
L17	N56°23'17"W	8.60'
L18	N14°52'37"W	71.76'
L19	N14°52'37"W	369.00'





GRID NOTE:
 THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

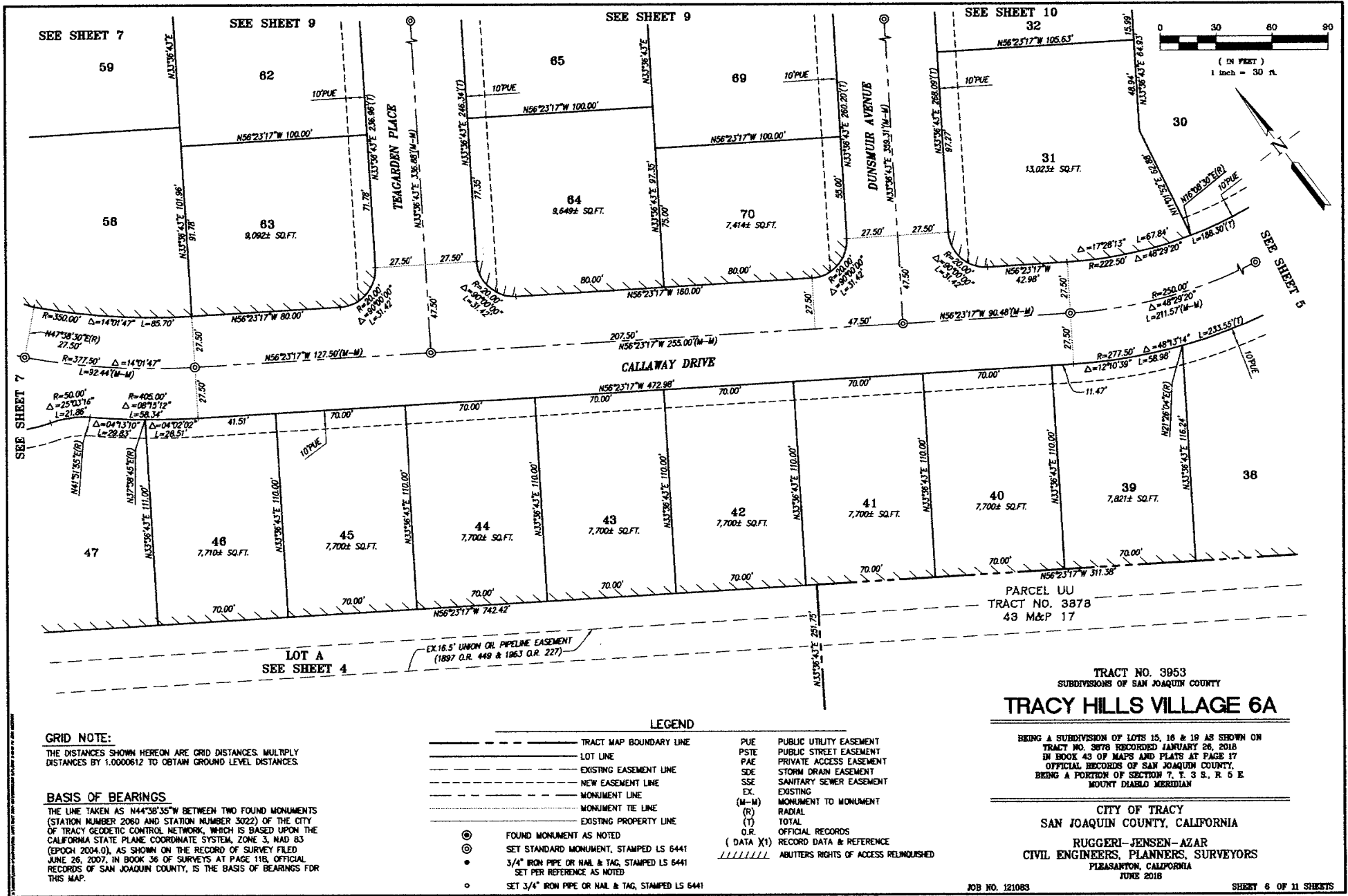
BASIS OF BEARINGS:
 THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY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

- LEGEND**
- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - EXISTING EASEMENT LINE
 - NEW EASEMENT LINE
 - MONUMENT LINE
 - MONUMENT TO THE LINE
 - EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
 - SET STANDARD MONUMENT, STAMPED LS 6441
 - 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
 - SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - PUE PUBLIC UTILITY EASEMENT
 - PSTE PUBLIC STREET EASEMENT
 - PAE PRIVATE ACCESS EASEMENT
 - SDE STORM DRAIN EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - EX EXISTING
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL
 - (T) TOTAL
 - O.R. OFFICIAL RECORDS
 - (DATA) (1) RECORD DATA & REFERENCE
 - ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3953
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 6A

BEING A SUBDIVISION OF LOTS 15, 18 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 28, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S. S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
 SAN JOAQUIN COUNTY, CALIFORNIA
 RUGGERI-JENSEN-AZAR
 CIVIL ENGINEERS, PLANNERS, SURVEYORS
 PLEASANTON, CALIFORNIA
 JUNE 2018



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS:

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 116, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

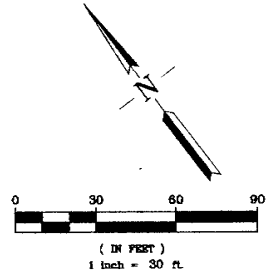
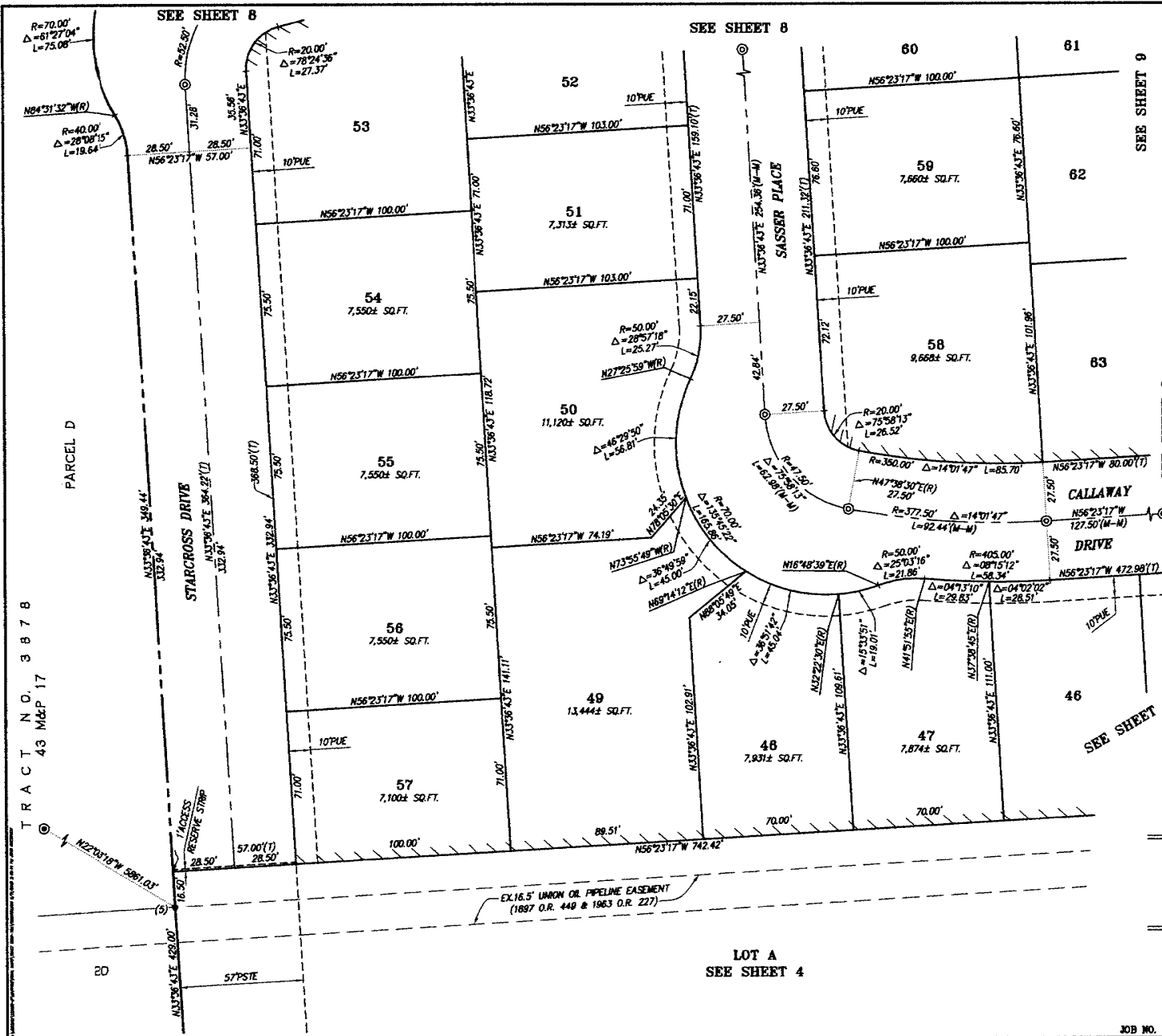
LEGEND

- TRACT MAP BOUNDARY LINE
- - - - LOT LINE
- · - · EXISTING EASEMENT LINE
- · - · NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT THE LINE
- EXISTING PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- PUE PUBLIC UTILITY EASEMENT
- PSTE PUBLIC STREET EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- EX EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA X1) RECORD DATA & REFERENCE
- ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

**TRACT NO. 3953
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 6A**

BEING A SUBDIVISION OF LOTS 15, 18 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 26, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 6 E MOUNT DIABLO MERIDIAN

**CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018**



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

BASIS OF BEARINGS
 THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD 83 (EPOCH 2004.D), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

- LEGEND**
- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - - - - EXISTING EASEMENT LINE
 - - - - NEW EASEMENT LINE
 - MONUMENT LINE
 - MONUMENT TO THE LINE
 - EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
 - ⊙ SET STANDARD MONUMENT, STAMPED LS 6441
 - 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
 - SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 8441
 - PUE PUBLIC UTILITY EASEMENT
 - PSTE PUBLIC STREET EASEMENT
 - PAE PRIVATE ACCESS EASEMENT
 - SDE STORM DRAIN EASEMENT
 - SSE SANITARY SEWER EASEMENT
 - EX. EXISTING
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL TO MONUMENT
 - (T) TOTAL
 - O.R. OFFICIAL RECORDS
 - (DATA X) RECORD DATA & REFERENCE
 - ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

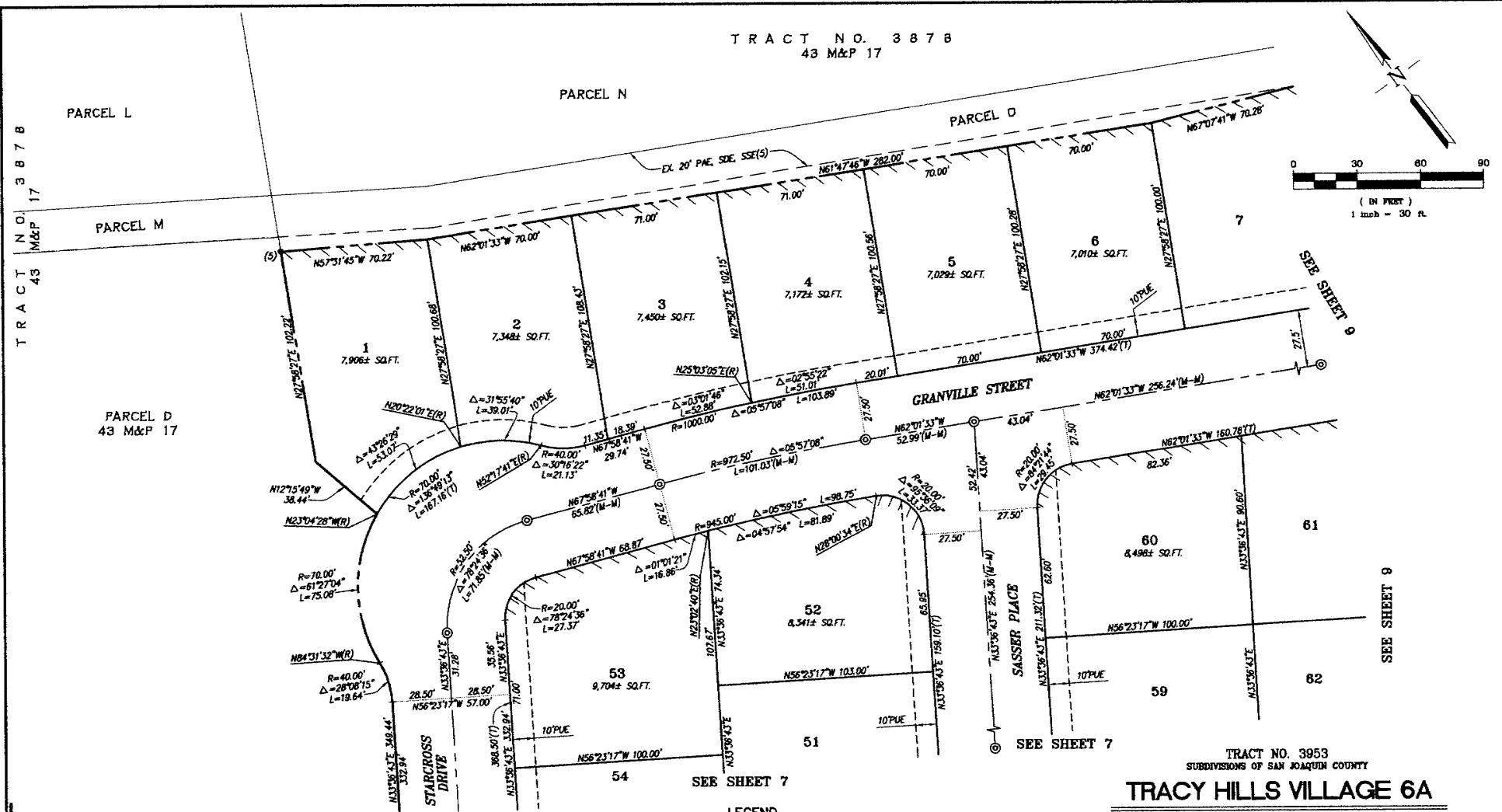
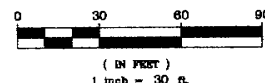
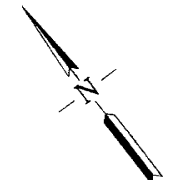
TRACT NO. 3853
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 6A

BEING A SUBDIVISION OF LOTS 15, 18 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 28, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 6 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
 SAN JOAQUIN COUNTY, CALIFORNIA
 RUGGERI-JENSEN-AZAR
 CIVIL ENGINEERS, PLANNERS, SURVEYORS
 PLEASANTON, CALIFORNIA
 JUNE 2018

TRACT 43 MAP 17 N.O. 3878

LOT A
 SEE SHEET 4



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS

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

LEGEND

	TRACT MAP BOUNDARY LINE		PUE	PUBLIC UTILITY EASEMENT
	LOT LINE		PAE	PUBLIC STREET EASEMENT
	EXISTING EASEMENT LINE		PAE	PRIVATE ACCESS EASEMENT
	NEW EASEMENT LINE		SDE	STORM DRAIN EASEMENT
	MONUMENT LINE		SSE	SANITARY SEWER EASEMENT
	MONUMENT TIE LINE		EX	EXISTING
	EXISTING PROPERTY LINE		(M-M)	MONUMENT TO MONUMENT
	FOUND MONUMENT AS NOTED		(R)	RADIAL
	SET STANDARD MONUMENT, STAMPED LS 6441		(T)	TOTAL
	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441		O.R.	OFFICIAL RECORDS
	SET PER REFERENCE AS NOTED		(DATA X(1))	RECORD DATA & REFERENCE
	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441		//////	ABUTTER'S RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3953
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 6A

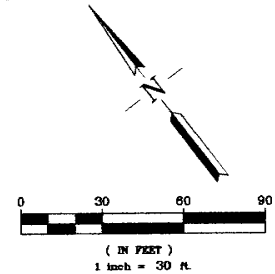
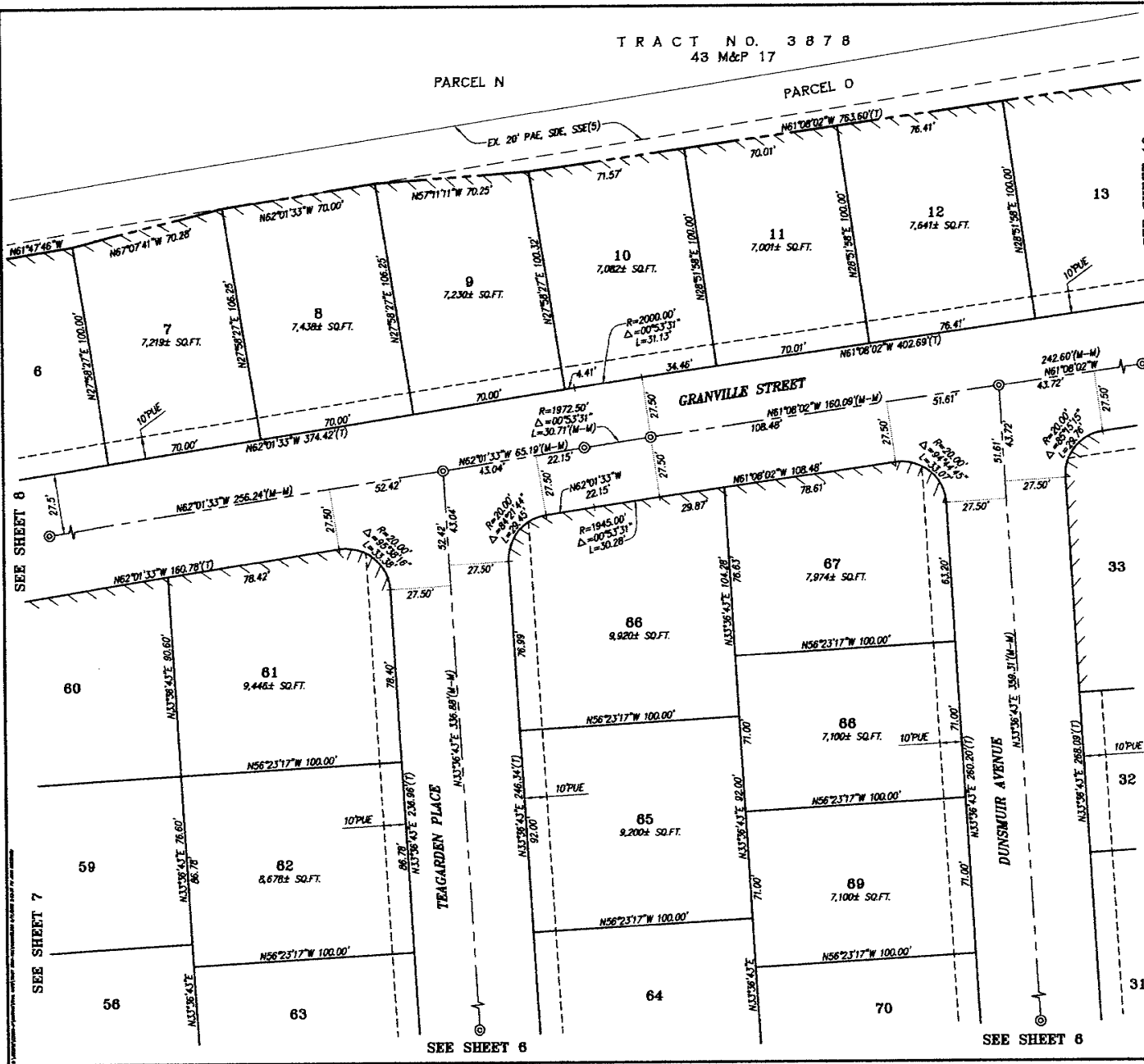
BEING A SUBDIVISION OF LOTS 15, 16 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 28, 2016 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018

TRACT NO. 3878
43 M&P 17

PARCEL N

PARCEL O



GRID NOTE:
THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

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

LEGEND

	TRACT MAP BOUNDARY LINE
	LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	MONUMENT LINE
	MONUMENT TO THE LINE
	EXISTING PROPERTY LINE
	FOUND MONUMENT AS NOTED
	SET STANDARD MONUMENT, STAMPED LS 6441
	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
	SET PER REFERENCE AS NOTED
	SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
	PUE PUBLIC UTILITY EASEMENT
	PSTE PUBLIC STREET EASEMENT
	PAE PRIVATE ACCESS EASEMENT
	SSE STORM DRAIN EASEMENT
	SSE SANITARY SEWER EASEMENT
	EX EXISTING
	(M-M) MONUMENT TO MONUMENT
	(R) RADIAL TO MONUMENT
	(T) TOTAL
	O.R. OFFICIAL RECORDS
	(DATA X1) RECORD DATA & REFERENCE
	ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3953
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 6A

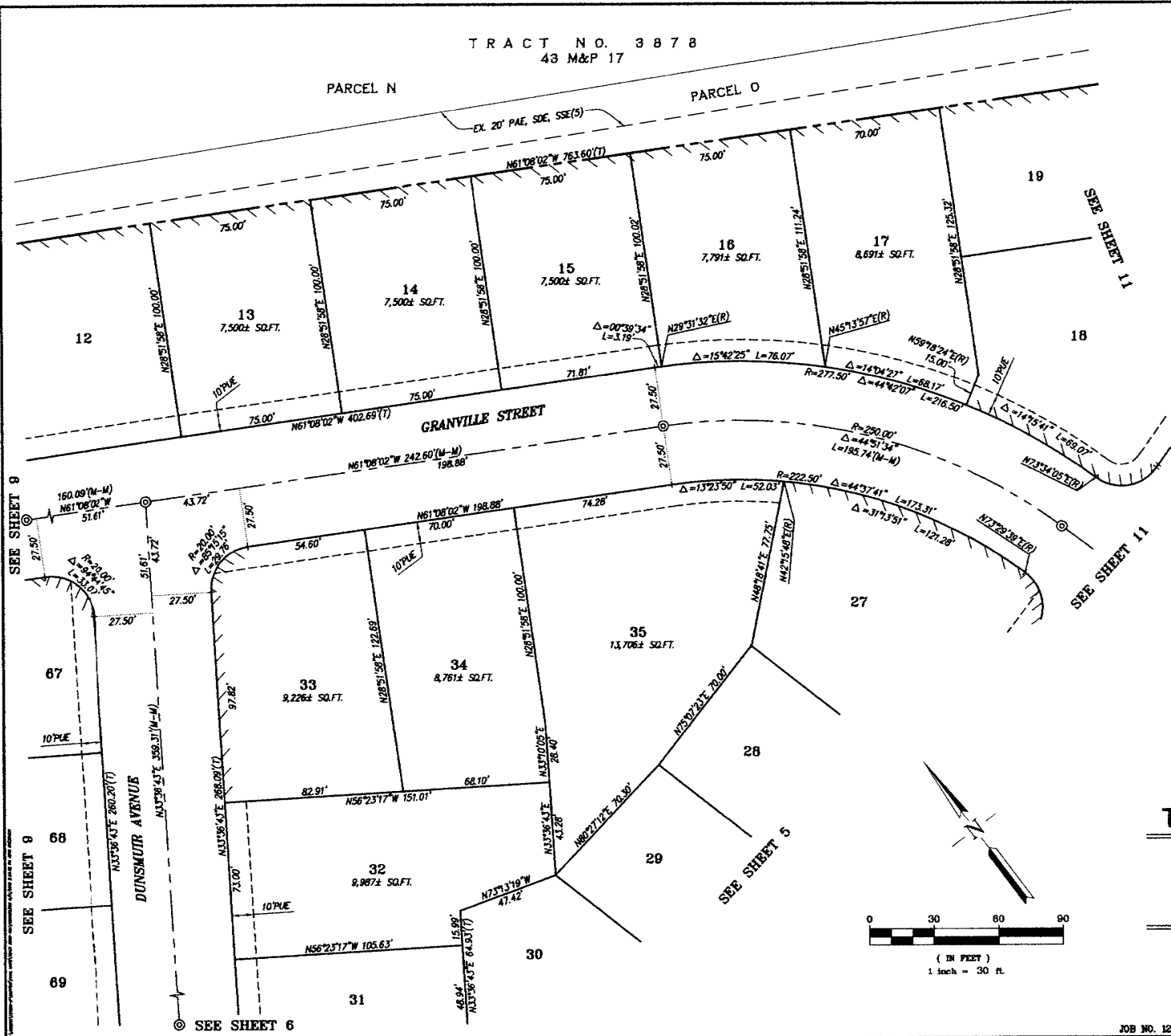
BEING A SUBDIVISION OF LOTS 15, 16 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 28, 2010 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018

TRACT NO. 3878
43 M&P 17

PARCEL N

PARCEL O



GRID NOTE:

THE DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY DISTANCES BY 1.0000612 TO OBTAIN GROUND LEVEL DISTANCES.

BASIS OF BEARINGS:

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

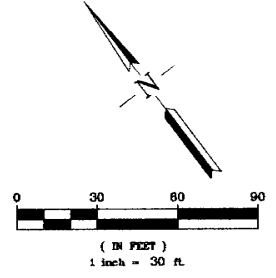
LEGEND

- TRACT MAP BOUNDARY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- - - NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TIE LINE
- EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
- ⊙ SET STANDARD MONUMENT, STAMPED LS 6441
- 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- PUE PUBLIC UTILITY EASEMENT
- PSTE PUBLIC STREET EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- EX EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3953
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 6A

BEING A SUBDIVISION OF LOTS 15, 16 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 26, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

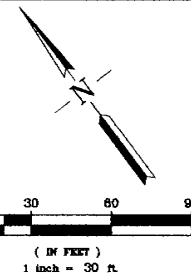
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2018



PARCEL N

PARCEL O

PARCEL GG



GRID NOTE:

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

BASIS OF BEARINGS

THE LINE TAKEN AS N44°38'35"W BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2060 AND STATION NUMBER 3022) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, MAD 85 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, IS THE BASIS OF BEARINGS FOR THIS MAP.

LEGEND

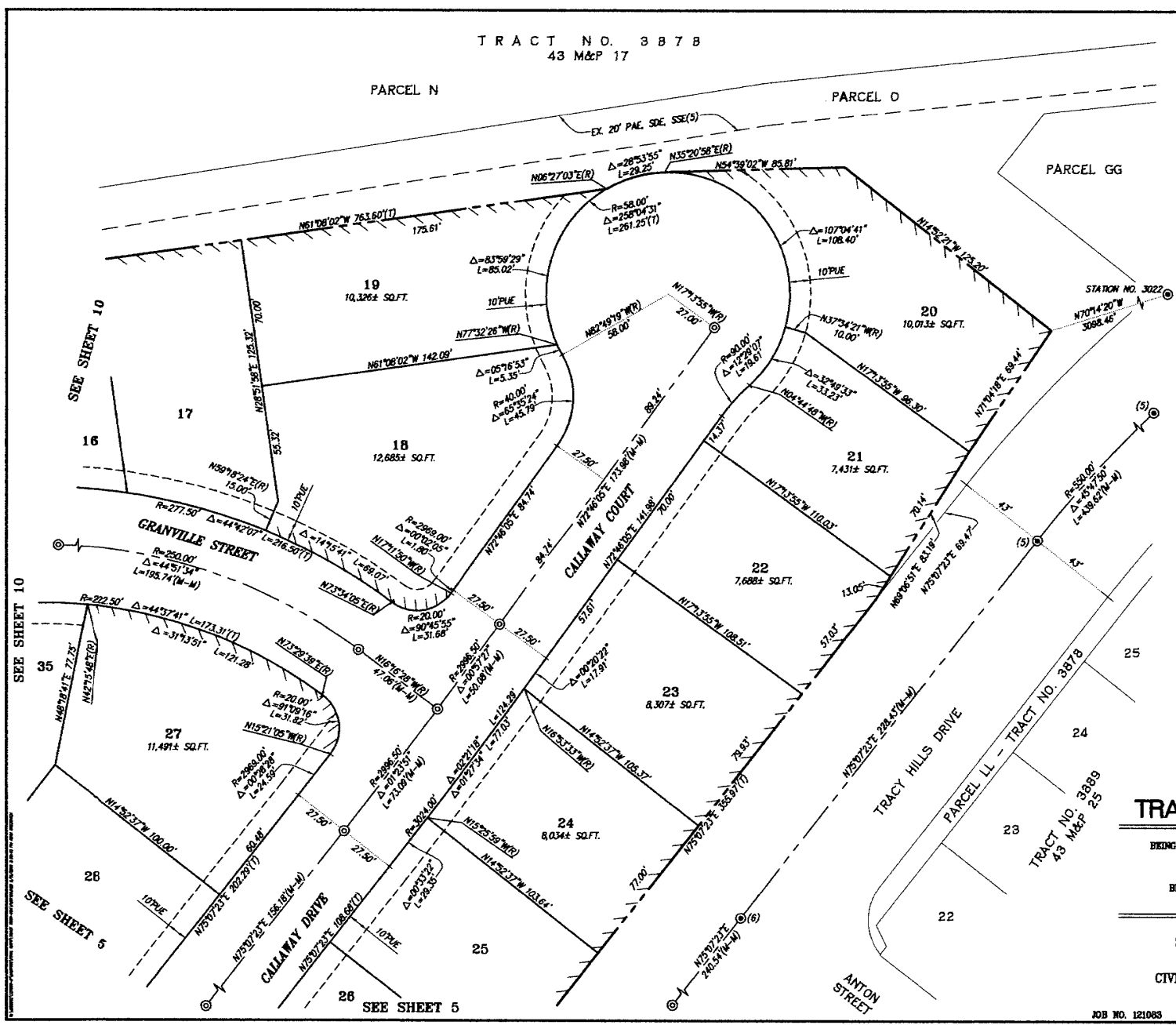
- TRACT MAP BOUNDARY LINE
- LDT LINE
- - - - EXISTING EASEMENT LINE
- - - - NEW EASEMENT LINE
- MONUMENT LINE
- MONUMENT TO MONUMENT LINE
- EXISTING PROPERTY LINE
- ⊙ FOUND MONUMENT AS NOTED
- SET STANDARD MONUMENT, STAMPED LS 6441
- ⊙ 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED
- SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
- PUE PUBLIC UTILITY EASEMENT
- PSTE PUBLIC STREET EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- EX EXISTING
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA X) RECORD DATA & REFERENCE
- ////// ABUTTERS RIGHTS OF ACCESS RELINQUISHED

TRACT NO. 3963
SUBDIVISIONS OF SAN JOAQUIN COUNTY

TRACY HILLS VILLAGE 6A

BEING A SUBDIVISION OF LOTS 15, 16 & 19 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 26, 2016 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 7, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
JUNE 2016



ORIGINAL

Recording Requested By:

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

And When Recorded Mail To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S INFORMATION

**CITY OF TRACY
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 3953, TRACY HILLS VILLAGE 6A**

This **SUBDIVISION IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **TRACY PHASE I, LLC**, a Delaware limited liability company (hereinafter, "Subdivider").

RECITALS

- A. The Subdivider is the owner of the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter "**Property**"), said Property comprising the subject Final Subdivision Map for Tract 3953, Tracy Hills Village 6A.
- B. On April 5, 2016, the Tracy City Council ("**City Council**") adopted the Tracy Hills Specific Plan and approved various related land use entitlements, including that certain Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3888, processed under Application No. TSM13-0005 and approved by Resolution No. 2016-066 (the "**Tentative Subdivision Map**"). The Tentative Subdivision Map is on file with the City Clerk, and is incorporated herein by this reference.
- C. The approval of the Tentative Subdivision Map by the City Council was subject to specified conditions of approval ("**Conditions of Approval**"). The Conditions describe, among other things, improvements that are required for approval of the Final Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards. The Conditions of Approval are attached hereto as Exhibit "B", and are incorporated herein by reference.

- D. The Tentative Subdivision Map includes approximately 1,160 single-family residential lots, an approximately 50 acre mixed-use business park/commercial retail area, three public parks, school site, and numerous other parcels owned and maintained by a Homeowners Association. The Final Subdivision Map for Tract 3953, Tracy Hills Village 6A, consists of 70 single-family lots within the boundaries of the aforementioned approximately 1,160 lot Tracy Hills Phase 1A project. Exhibit "C" shows the overall Tracy Hills Phase 1A project area and the location of the Final Subdivision Map for Tract 3953, Tracy Hills Village 6A, hereinafter "**Project**" or "**Project site**".
- E. In accordance with the Conditions of Approval, the Subdivider has prepared and the City Engineer has approved certain improvement plans and specifications (which incorporate portions of the City's Standard Specifications), which describe the improvements which are required for approval of the Final Map and are incorporated herein by reference. The approved plans and specifications (the "**Plans and Specifications**") include seventeen (17) sheets of improvement plans titled "Improvement Plans Village 6A-Tract 3953-Tracy Hills Phase 1A" prepared by Ruggeri-Jensen-Azar, seven (7) sheets of joint trench plans entitled "Joint Trench, Integral Communities, LLC, Tracy Hills-Village 6A-Tract 3953" prepared by Giacalone Design Services, Inc., and five (5) sheets of street light plans entitled "Public Street Lighting, Integral Communities, LLC Tracy Hills-Village 6A-Tract 3953" prepared by Giacalone Design Services, Inc. Collectively, these Plans and Specifications are referred to herein as the "**Scope of Work**" or "**Work**".
- F. Since the Work has not been completed in accordance with the Conditions of Approval, the Subdivider has requested to execute this Agreement as authorized by Government Code section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Subdivider shall perform, or cause to be performed, the Work to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Subdivider's expense, in the manner described in the 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). Any portion(s) of the Work that are performed within existing City's right(s)-of-way and/or easement(s) are to be performed by the Subdivider in accordance with the requirements of the State prevailing wage laws, in the event and to the extent applicable.
2. **GRADING AND STREET MAINTENANCE.**
 - 2.1. Until all the Work is accepted by the City as complete, the Subdivider shall diligently perform the necessary maintenance of the entire Project site, including

streets constructed within the Project, to the satisfaction of the City Engineer, at the Subdivider's own cost.

2.2. All infrastructure constructed under this Agreement will be maintained by the Subdivider until accepted by the City.

3. **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 or available by cell phone with authority to act on behalf of the Subdivider. The Subdivider shall, at all times, keep the City Engineer reasonably informed in writing of the name and telephone number of the Authorized Representative. The Authorized Representative shall be on site approximately 60% of the time the Work is occurring. The Subdivider may designate an employee of its general contractor as the Authorized Representative. The Subdivider shall, at all times, keep the City Engineer reasonably informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
4. **LOCATION OF PERFORMANCE.** The Subdivider shall perform all Work at the locations and grades shown on the Plans and Specifications. The Subdivider shall acquire at the Subdivider's sole cost and expense, any easement or right-of-way necessary for the performance of the Work, with no credit or reimbursement from the City.
5. **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 sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:
 - 5.1. **Faithful Performance** security in the amount of **\$1,687,136.00** in accordance with the cost estimates approved by City to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).
 - 5.2. **Labor and Material** security in the amount of **\$1,687,136.00** in accordance with the cost estimates approved by 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).
 - 5.3. **Warranty** security in the amount of **\$168,714.00** in accordance with the cost estimates approved by 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).

5.4. Monumentation security in the amount of **\$26,750.00** to secure faithful performance of setting monuments as described in the Final Map within one year from the date this of Agreement pursuant to Government Code section 66496.

6. 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.

6.1. 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.

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

6.3. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto” including “hired autos” and “non-owned autos”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage. If Subdivider has no employees, or does not own automobiles, then “hired autos” and “non-owned autos” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

6.4. Workers’ Compensation coverage for employees shall be maintained as required by the State of California.

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

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

6.5.2. 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.

6.6. 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.

6.7. 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.

6.8. 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.

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

6.10. 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.

7. 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.

8. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. 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.

8.1. Commencement of Work. No later than fifteen (15) 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.

8.2. 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 the Work.

- 8.3. 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 ten (10) days prior to expiring date of completion, (b) the City Engineer determines that Work is progressing satisfactorily and an extension is warranted, and (c) the Subdivider pays all processing fees for such time extension.
- 8.4. Reversion to Acreage.** In the event that the Subdivider fails to commence the Work prior to the date on which completion is due, the Subdivider shall, upon written request by the City, consent to the reversion to acreage of all real property described by the Final Map, and the Subdivider shall bear all costs thereof.
- 9. INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Subdivider shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
- 10. INSPECTION FEES AND FEE CREDITS.** 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%)) exceeds the amount of Inspection 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 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 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 (15%)) is less than the amount of Inspection Fees paid by the Subdivider, the City shall refund the Subdivider the cost difference between the Inspection Fees previously paid and the actual costs of inspecting the Work.

The Subdivider shall be entitled to fee credits consistent with Section 3.3 of the Development Agreement (DA), adopted by Ordinance 1213 and as provided in greater detail in the Finance and Implementation Plan (FIP) for the Property pursuant

to the DA and the Tracy Municipal Code Section 10.20.060(b)(3), as may be amended from time to time.

11. DEFAULT.

11.1. 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 with appropriate specificity.

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

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

11.2.2. The Subdivider abandons the Project site.

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

11.2.4. 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.

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

11.3. In the event that the Subdivider fails to cure the default within thirty (30) days, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly 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:

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

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

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

11.3.4. Commence a legal action to enforce the terms of this Agreement.

12. 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.

13. **WARRANTY PERIOD.** The 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 the Subdivider under this Agreement, the Subdivider shall be in default.
14. **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.
15. **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, the Subdivider shall submit the as-built drawings in Auto-CAD format Release-14 or higher in a compact disc (CD).
16. **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 to one assignment shall not be deemed to be consent to any subsequent assignment.
17. **NOTICES.**
 - 17.1 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:

<u>To City:</u> City of Tracy 333 Civic Center Plaza Tracy, California 95376 Attn: City Engineer	<u>To Subdivider:</u> Tracy Phase I, LLC 888 San Clemente, Suite 100 Newport Beach, CA 92660 Attn: John Stanek, Principal Caren Read, Esq.
--	---

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.

18. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
19. **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.
20. **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.
21. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
22. **INDEMNIFICATION.** Subdivider shall indemnify, defend and hold harmless the City (including its elected officials, officers, agents and employees) from and against any and all claims, demands, liabilities, costs and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of the Work by Subdivider or Subdivider's agents, representatives, contractors, subcontractors or employees.
23. **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.
24. **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.

[A portion of this page intentionally left blank]

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

CITY OF TRACY,
a municipal corporation

By: Robert Rickman
Title: MAYOR
Date: _____

Attest:

By: Adrienne Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

SUBDIVIDER:
Tracy Phase I, LLC,
a Delaware limited liability company



By: John Stanek
Title: AUTHORIZED REPRESENTATIVE
Date: June 26, 2018

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On June 26, 2018 before me, Sharon Ward, notary public
Date Here Insert Name and Title of the Officer
personally appeared John Stanek
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Sharon Ward
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision improvement agreement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT "A"

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

Lots 15, 16 and 19 as shown on the map of Tract No. 3878, filed January 26, 2018, in Book 43 of Maps and Plats, at Page 17, Official Records of San Joaquin County.

**Conditions of Approval for Tracy Hills Phase 1A
Small-Lot Vesting Tentative Subdivision Map
Application Number TSM13-0005
April 5, 2016**

Project: These Conditions of Approval shall apply to the small-lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Application Number TSM13-0005, including approximately 1,160 single-family residential lots, three park sites, a school site, and approximately 50 acres of commercial property.

Property: The property consists of approximately 417.6 acres located in the Tracy Hills Specific Plan Area, west of Corral Hollow Road, south of the California Aqueduct, and north of Interstate 580, Application Number TSM13-0005.

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

A. Definitions; Abbreviations.

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

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

The following abbreviations may be used in these Conditions:

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

B. Planning Division Conditions of Approval

1. Compliance with laws. The Subdivider shall comply with all laws (federal, state, and local) related to the development of real property within the Project boundaries, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for the California Environmental Quality Act (California Administrative Code, title 14, sections 15000, et seq., "CEQA Guidelines").
2. City Regulations. Unless specifically modified by these Conditions of Approval, the Subdivider shall comply with all City Regulations.
3. Mitigation Measures. The Subdivider shall comply with all mitigation measures in the Final Subsequent Environmental Impact Report (EIR) for the Tracy Hills Specific Plan Project (State Clearinghouse No. 2013102053), which was certified by the City Council on April 5, 2016.
4. Notice of protest period. Pursuant to Government Code Section 66020, including Section 66020 (d)(1), the City HEREBY NOTIFIES the Subdivider that the 90-day approval period (in which the Subdivider may protest the imposition of any fees, dedications, reservations, or other exactions that are within the purview of the Mitigation Fee Act [Government Code section 66000 et seq.] ("Exactions") and imposed on this Project by these Conditions of Approval) shall begin on the date of the conditional approval of this Project. If the Subdivider fails to file a protest of the Exactions complying with all of the requirements of Government Code Section 66020 within this 90-day period, the Subdivider will be legally barred from later challenging any of the Exactions. The terms of this paragraph shall not affect any other deadlines or statutes of limitations set forth in the Mitigation Fee Act or other applicable law, or constitute a waiver of any affirmative defenses available to the City.
5. Conformance with Vesting Tentative Subdivision Map. All Final Maps shall be in substantial conformance with the approved Vesting Tentative Subdivision Map (Application Number TSM13-0005), which was date stamped as received by the Development Services Department on February

24, 2016, and approved by the City Council on April 5, 2016, unless modified by these Conditions.

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

As used in these Conditions of Approval:

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

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

Before approval of the first Final Map, Subdivider shall enter into an agreement with the City, which shall be recorded against the entire Phase 1A property, which adopts and implements one or more of the following three options (a., b. or c.), subject to the approval of the Administrative Services Director:

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

Or

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

Or

- c. Direct funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of public landscaping maintenance as identified by the approved landscaping budget analysis.
7. Maintenance for Public Landscaping for Major Program Roadways. Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways, by entering into an agreement with the City, which shall be recorded against the entire Phase 1A property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the Administrative Services Director:

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

Or

- b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing public landscaping maintenance costs associated with major program roadways identified in the Citywide Roadway and Transportation Master Plan.
8. Land-Locked Parcels. No land-locked parcels shall result from this Vesting Tentative Subdivision Map, including but not limited to the parcels known as the Integral parcel (formerly the Ferry parcel) and the Sellick parcel.
 - a. With the approval of a Final Map that includes any lot or parcel adjacent to the Integral parcel (Assessor's Parcel Number 253-020-08, formerly the Ferry parcel), the Subdivider shall record an access easement between the public right-of-way and the Integral parcel, as shown on the Vesting Tentative Subdivision Map, to the satisfaction of the Development Services Director. The access easement shall have a minimum width of 20 feet and shall grant continuous access to and from the public right-of-way, across the Subdivider's property, for the benefit of the owner of the Integral parcel.
 - b. With the approval of a Final Map that includes any lot or parcel adjacent to the Sellick parcel (Assessor's Parcel Number 253-020-10), the Subdivider shall record an access easement between the public right-of-way and the Sellick parcel, as shown on the Vesting Tentative Subdivision Map, to the satisfaction of the Development Services Director. The access easement shall have a minimum width of 20 feet and shall grant continuous access to and from the public

right-of-way, across the Subdivider's property, for the benefit of the owner of the Sellick parcel.

9. Parks. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates the following:
 - a. Within one year following final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the first neighborhood park shall be completed and accepted by the City. If the first neighborhood park is not completed and accepted by the City within one year following final inspection or occupancy of the first dwelling, no further building permits shall be issued until the first neighborhood park is completed and accepted by the City; and
 - b. Before final inspection or occupancy of the 750th dwelling, the second neighborhood park shall be completed and accepted by the City; and
 - c. Before final inspection or occupancy of the 1,000th dwelling, the third neighborhood park shall be completed and accepted by the City.

10. Conservation Easement. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that before issuance of a building permit for the structure containing the 500th dwelling unit, the Subdivider shall plant trees in the 100-foot wide conservation easement adjacent to Interstate 580 and the Project, as described and depicted in Section 3.4.7 of the Tracy Hills Specific Plan (pages 3-49 to 3-54), to the satisfaction of the Development Services Director.

11. Community Gateway Icon. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that before issuance of a building permit for the structure containing the 500th dwelling unit, the Subdivider shall construct the Community Gateway Icon, which is conceptually described and depicted in Section 3.4.5 of the Tracy Hills Specific Plan (page 3-34), to the satisfaction of the Development Services Director, based on substantial conformance with the Development Review approval by City Council. The Community Gateway Icon shall be located on a privately-owned parcel and be privately maintained. Prior to issuance of a building permit for the Community Gateway Icon, the Community Gateway Icon shall be subject to Development Review approval by City Council, as specified in Section 5.1.2 of the Tracy Hills Specific Plan (page 5-1).

12. Schools. Before issuance of a building permit for each new dwelling, the Subdivider shall document compliance with all applicable school mitigation requirements and provide to the City a certificate of compliance for such requirements from the Jefferson School District and Tracy Unified School District.

13. Public Services. Before approval of the first Final Map, the Subdivider shall do one of the following, subject to the approval of the Administrative Services Director:
 - a. CFD or other funding mechanism. The Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates that prior to issuance of a building permit (except for up to fifteen model homes), the Subdivider will form a Community Facilities District (CFD) or establish another lawful funding mechanism that is reasonably acceptable to the City for funding the on-going operational costs of providing Police services, Fire services, Public Works and other City services within the Project area. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the parcels will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment which, at the time of formation of the CFD, shall not exceed \$325 per unit per month; provided, however, that the City reserves the right to provide for escalation of the maximum special tax rate to a commercially reasonable rate determined by the City.

Or

 - b. Direct funding. The Subdivider shall enter into an agreement with the City, which shall be recorded against the property, which stipulates that prior to issuance of a building permit (except for up to fifteen model homes), the Subdivider will fund a fiscal impact study to be conducted and approved by the City to determine the long term on-going operational costs of providing Police services, Fire services, Public Works and other City services within the Project area, and deposit with the City an amount necessary, as reasonably determined by the City, to fund the full costs of funding the provision of Police services, Fire services, Public Works and other City services within the Project area in perpetuity as identified by the approved study.
14. Utilities in Roundabouts. All three roundabouts shown on the approved Vesting Tentative Subdivision Map for Tracy Hills Phase 1A shall be designed and constructed in such a manner that no utility lines intersect a 30-foot radius from the center of each roundabout in order to allow sufficient space for the planting and mature growth of the oak trees (three per roundabout), which are conceptually depicted in the Tracy Hills Specific Plan. The Subdivider shall submit Improvement Plans that demonstrate compliance with this condition, to the satisfaction of the Development Services Director.
15. Building and Fire. Before approval of the first Final Map, the Subdivider shall enter into an agreement with the City, which shall be recorded against the Property, which stipulates the following, to the satisfaction of the Chief Building & Fire Code Official:

- a. Before issuance of any building permits, the Subdivider shall provide Fire Department access to the Property in compliance with all provisions of Section 503 of the California Fire Code, to the satisfaction of the Chief Building & Fire Code Official.
- b. Before issuance of any building permits (except for up to fifteen model homes), the Subdivider shall provide a fire protection water supply in compliance with all provisions of Section 507 of the California Fire Code, to the satisfaction of the Chief Building & Fire Code Official.
- c. Before issuance of any building permits for model homes, the Subdivider shall comply with the following requirements:
 - (1) In lieu of active hydrants onsite, a static water storage supply shall be provided in compliance with NFPA 1142, to the satisfaction of the Chief Building & Fire Code Official. The volume of water shall be based on the total cubic footage of all structures plus a 1.5 exposure coefficient.
 - (2) A separate static water supply shall be provided for each group of model homes throughout the subdivision, to the satisfaction of the Chief Building & Fire Code Official.
 - (3) Fire Department access to and from the static water supplies shall be provided, to the satisfaction of the Chief Building & Fire Code Official.
- d. Before issuance of the first building permit (except for up to fifteen model homes), the Subdivider shall construct an all-weather, emergency vehicle access to the westerly terminus of the Phase 1A Spine Road. The emergency vehicle access shall be available to Police, Fire, and other necessary and relevant emergency responders. The design, location, and maintenance of the access shall meet City standards, to the satisfaction of the Fire Chief. The access shall be continuously maintained by the Subdivider until permanent access is developed and accepted for maintenance by the City.
- e. Whenever 50 or more homes are under construction at the same time, the Subdivider shall provide an onsite trailer for the exclusive use of City inspection staff. The inspection trailer shall have a minimum size of 8' x 20' and be equipped with HVAC and basic furnishings, to the satisfaction of the Chief Building & Fire Code Official.

16. Phillips 66 Pipeline Easement. A Phillips 66 pipeline easement intersects the project site. Before approval of the first Final Map, the Subdivider shall submit a copy of the Phillips 66 pipeline easement to the Development Services Director and enter into an agreement with the City, which shall be recorded against the Property, which stipulates that before issuance of each building permit, the Subdivider shall clearly mark and label each plot plan with the location of the 5-foot minimum setback line from the edge of the Phillips 66 pipeline easement, if applicable, to the satisfaction of the Development Services Director.

C. Engineering Division Conditions of Approval

C.1. General Conditions

- C.1.1 Subdivider shall comply with the applicable requirements of the approved documents, technical analyses/reports prepared for the Project listed as follows:
- a) *Tracy Hills Specific Plan* approved by City Council by Resolution _____ dated _____ and any amendments thereto.
 - b) *Tracy Hills Specific Plan Recirculated Draft Subsequent Environmental Impact Report*, Volume I; Section 4.13-Traffic and Circulation, prepared by Kimley-Horn Associates, dated October 2015, and
Traffic Analysis of Tracy Hills Specific Plan Area- Phase 1a Residential Units and School Only Analysis, prepared by Kimley-Horn, Associates, dated April 27 2015. ("*Traffic Analysis*")
 - c) *Tracy Hills Phase 1A and 1B Sanitary Sewer Study Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated December 12, 2013 ("*Sanitary Sewer Study*") and reviewed by CH2M Hill.
 - d) *Tracy Hills Water Study Technical Memorandum* prepared by Ruggeri-Jensen-Azar, dated December 5, 2014 ("*Water Study*") and reviewed by West Yost Associates.
 - e) *Tracy Hills Storm Drainage Master Plan* prepared by Ruggeri-Jensen-Azar, dated November 2013 ("*Storm Drainage Master Plan*") and reviewed by Stormwater Consulting, Inc.
 - f) *Tier 2 Storm Drainage Study for Tracy Hills Phase 1A*, prepared by Ruggeri-Jensen-Azar, dated July 2015 ("*Tier 2 Storm Drainage Study*") and reviewed by Stormwater Consulting, Inc.
 - g) *Citywide Water System Master Plan* dated December 2012, prepared by West Yost Associates.
 - h) *Plan Line Study – Corral Hollow Road* prepared by Ruggeri-Jensen-Azar ("*Corral Hollow Road Plan Line*") reviewed by the City Engineer.

- i) *Any Finance Implementation Plan ("FIP")*, as described in Section 10.20.060(b)(3)(B) of the Tracy Municipal Code, that is approved by the City Council for the property described in the Tracy Hills Phase 1A Vesting Tentative Subdivision Map, Application No. TSM13-0005.
 - j) *Liquid Petroleum Pipeline Risk and California Aqueduct Flood Risk for the Proposed Tracy Hills School Site, Jefferson School District, City of Tracy, San Joaquin County, California* prepared by Wilson Geosciences, Inc. dated May 2013.
 - k) *Pipeline Safety Hazard Assessment, Tracy Hills Specific Plan* prepared by Place Works dated September 2014.
- C.1.2 Subdivider shall comply with the requirements of the Development Agreement, approved by City Council on _____, 2016, by Ordinance No. _____ (hereafter, the "Development Agreement"),
- C.1.3 **Timing of Compliance:** The Applicant shall satisfy each of the following conditions prior to filing the first Final Map unless a different time for compliance is specifically stated in these Conditions of Approval. Any condition requiring an improvement that has already been designed and completed under a City-approved improvement agreement may be considered satisfied at the discretion of the City Engineer.
- C.1.4 **Maintenance for Major Program Roadways.** Before approval of the first Final Map, the Subdivider shall assure that there will be sufficient funding to pay the Subdivider's proportionate share of the ongoing costs for maintenance of public landscaping, including urban forest, on major program roadways by entering into an agreement with the City, which shall be recorded against the entire Phase 1A property, which adopts and implements one of the following two options (a. or b.), subject to the approval of the Administrative Services Director:
- a. **CFD.** Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), Subdivider shall, at its sole expense, form a Community Facilities District (CFD) for the entire Project area, for funding the Subdivider's proportionate share of the ongoing maintenance costs of public landscaping, including urban forest, on major program roadways identified in the Citywide Roadway and Transportation Master Plan. Formation of the CFD shall include, but not be limited to, affirmative votes and the recordation of a Notice of Special Tax Lien. Upon successful formation, the Property will be subject to the maximum special tax rates as outlined in the Rate and Method of Apportionment. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit to the CFD (by submittal to the City's Administrative Services Director) an amount equal to the first year's taxes, except for any portion of this

amount that has been previously collected by the special tax and already deposited in the CFD;

OR

- b. Direct Funding. Before final inspection or occupancy of the first dwelling (except for up to fifteen model homes), the Subdivider shall deposit with the City an amount necessary, as reasonably determined by the City, to fund in perpetuity the full costs of funding the Subdivider's proportionate share of the ongoing maintenance costs of public landscaping, including urban forest, on major program roadways identified in the Citywide Roadway and Transportation Master Plan.

C.2. Improvement Plans

C.2.1 General.

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

C.2.2 Site Grading

C.2.2.1 Erosion Control

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

C.2.2.2 Grading and Drainage Plans

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

C.2.2.3

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

retaining wall or masonry wall for City's review and approval.

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

C.2.2.5 If applicable, show all existing irrigation structure(s), channel(s) and pipe(s) that are to remain or relocated or to be removed, if any, after coordinating with the irrigation district or owner of the irrigation facilities. If there are irrigation facilities including tile drains, that are required to remain to serve existing adjacent agricultural uses, the Subdivider shall design, coordinate and construct required modifications to the facilities to the reasonable satisfaction of the owner of the irrigation facilities and the City.

C.2.3. Grading Permit

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

C.2.4. Storm Drainage

C.2.4.1 Site grading shall be designed such that the Project's storm drainage overland release point will be directed to an existing percolation retention pond, clean water pond, existing storm drainage easement or to public streets with a functional storm drainage system and that the storm drainage system within the public street has adequate capacity to drain storm water from the Property, proposed roadway, lot runoffs, landscaping, off-site flow-thru surface drainage, off-site Corral Hollow Road drainage improvements or private property subject to a drainage release.

C.2.4.2 All permanent underground storm drainage lines and structures to be maintained by the City shall be located within right-of-way to be dedicated to the City or within an easement. Interim facilities and storm drain lines and collection basins shall be maintained by the Subdivider.

Provide design and construction details for all storm water intercept points at Project boundary at I-580 showing adequate inlet structures, erosion control features, storm

drainage easements and connections to the proposed storm drainage facilities in Spine Road.

Prior to acceptance of storm drainage facilities for maintenance by the City, the Subdivider shall revise the locations of the 50' wide openings in the Conservation Easements to align with existing drainage routes and proposed storm drainage intercept points into the Project on-site storm drainage system.

C.2.4.3 Storm drainage plans are to be submitted with the required hydrologic and hydraulic calculations for the sizing of storm drainage pipe(s) and shall comply with Storm Drainage Master Plan, Tier 2 Storm Drainage Study and City Regulations.

C.2.4.4 Prior to acceptance of maintenance of any public facilities by the City, the Subdivider shall prepare and obtain approval from the Public Works Department of a maintenance plan for all temporary and permanent storm drainage facilities to be maintained by the Subdivider or the HOA. The maintenance plan shall show the phasing of roadway construction, mass grading, drainage facilities, including collection channels, erosion control and protection of the Phillips 66 pipeline during construction. A SWPPP may be used as the maintenance plan with approval by the City Engineer.

C.2.4.5 Storm water designs shall show facilities needed for the collection and channeling of surface water runoff, and off-site flow-thru surface water runoff to underground storm drainage facilities within Spine Road such as temporary drainage collection channels and sedimentation ponds. These improvements shall be shown on the Grading Plans and be approved by the City Engineer before the issuance of a Grading Permit.

C.2.4.6 Since the Project will construct a terminal retention basin, it has been determined that the Project will be exempt from the Post Construction Stormwater Quality Standards. However, should new Federal or State regulations come into effect during the buildout of the Project that would require future compliance, then the Project would not be exempted from those new requirements.

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

- education measures regarding the damaging effects of pollutants to water quality may also be implemented.
- C.2.4.7 All Storm Water structural and construction details that are not part of the City Standard Plans or City Design Standards shall be provided by the Subdivider and submitted to the City for approval as part of the improvement plans.
- C.2.4.8 Subdivider shall dedicate appropriate easements and execute a maintenance agreement with the City to address maintenance, liability, permit compliance, and related items for Parcel E, to be owned and maintained by the HOA while the storm drainage system (72" pipe and associated facilities) will be owned and maintained by the City.
- C.2.4.9 Subdivider shall coordinate with Police and Fire departments for safety measures to be incorporated in the improvement plans for the back alley/corridor shown as Parcel VV and Parcel XX which may include alley lighting and other improvements. These measures will be part of the improvement plans that include construction of facilities within these parcels.
- C.2.4.10 All storm drainage retention basins/facilities, including Percolation Basin D, shall be contained within storm drainage parcels suitable for dedication to the City of Tracy. This basin shall be provided with appropriate fencing with warning signs as approved by the City Engineer, access roadways to and from public roadways and access roadways into the ponds for maintenance purposes. All storm drainage inlets into this basin shall have inlet structures with design acceptable to the City of Tracy.
- C.2.4.11 Install a forebay in the bottom of RET D to collect and accumulate sediments and pollutants and facilitate future maintenance activities. The forebay shall be sized to hold 0.25 inches of runoff per impervious acre of the contributing watershed. Based on data regarding the storage requirements for RET D provided in the Tracy Hills Storm Drainage Master Plan and the Tier 2 Storm Drainage Study, the recommended volume for the forebay shall be 5 ac-ft. The forebay shall be linear and connect all three proposed pipe discharges into the basin. The forebay may be created by providing a berm (20-foot top width recommended) in the bottom of the basin. A stabilized spillway shall be provided across the berm to allow runoff entering the forebay to spill into the larger bottom area of the basin when the forebay storage exceeds 5 ac-ft. The spillway shall be sized to pass the

100-year combined peak inflow into the basin with freeboard.

- C.2.4.12 Fixed vertical sediment depth markers shall be installed near discharge points into the forebay for RET D to assist with measurements of sediment deposition over time and future assessments of the need for maintenance activities.
- C.2.4.13 All storm drainage facilities that run along the northerly boundary of Project, as part of the project on-site storm drainage collection system not located within Spine Road shall be located within a 20' wide utility maintenance easement. Subdivider shall provide access points for City maintenance vehicles.
- C.2.4.14 Subdivider shall show adequate detail of the common storm drainage/sanitary sewer easement between Court 3M and Court 5L, between Court 3M and Spine Road, and easement between Street 6K and Parcel J. Details should show the dimensions of this easement, that this easement will be paved, show clearances to existing 16" oil line, and whether this easement will be gated or fenced off. This information shall be shown on the project Improvement plans for the respective neighborhood, and shall be approved by the City Engineer before Improvement Plan approval.

C.2.5. Sanitary Sewer

- C.2.5.1 All sanitary sewer lines and associated improvements shall be designed and installed per the Sanitary Sewer Study and City Regulations. Before approval of Final Map(s) for the Project, Subdivider shall submit improvement plans and obtain approval for the plans for all on-site sewer improvements.
- C.2.5.2 As referenced in Conditions C.2.5. and C.2.6, the terms "Program Funded City CIP Costs" and "Non-Program Funded Subdivider CIP Costs" shall mean the following:
 - Program Funded City CIP Costs - Costs applicable to CIP project if constructed by the City shall include costs of design, project management, program management, construction, inspection, construction management, contingencies and construction change orders as approved by the City.
 - Non-Program Funded Subdivider CIP Costs - Costs applicable to CIP project if constructed by the Subdivider shall include costs of design, project management, construction, inspection, construction oversight by City, contingencies and construction change orders as approved by the City.

C.2.5.3 There is insufficient conveyance capacity in the City's wastewater conveyance system for Tracy Hills build-out ("Choke Points"). The Choke Points will be resolved in three phases of improvements. City is in the process of constructing Phase 1 Choke Points improvements. Upon completion of the Phase 1 Choke Points improvements, limited conveyance capacity will be available for the Project. The available capacity will be made available to new developments in the City including the Project as per the Development Agreement.

The City does not currently have adequate program funding to construct Phase 2 & 3 Choke Points Improvements, but anticipates it will have adequate funding to construct the improvements by the time they are needed. If the City does not have adequate funding to construct the improvements by the time the improvements are needed to serve the Project, the Subdivider may pre-pay sewer fees in an amount equal to the funding needed to fund Phase 2 & 3 Choke Points improvements, subject to reimbursement from appropriate available program funds. The additional capacity available after completion of these improvements will be available to serve new developments including this Project, until the downstream capacity of the wastewater collection system is used and further improvements are triggered.

C.2.5.4 The Subdivider shall pay for the design and construction of the Sanitary Sewer Pump Station (SSPS) with sufficient capacity to service the Project, Phase 1B, Phase 2-4 and Phase 5B. This Pump Station shall be constructed on Subdivider's land to be dedicated by Subdivider, as approved and required by the City, and shall convey sewage through underground force main sewer pipes from the SSPS to Corral Hollow Road. The Non-Program Funded Subdivider CIP Costs for construction of this pump station and force main, as determined by the City, shall be borne by the Subdivider. Upon satisfactory completion of the SSPS improvements, as determined by City, the City will accept the land dedication and SSPS improvements for maintenance.

C.2.5.5 The Subdivider shall pay for all design costs incurred by the City and its consultant(s) for the sanitary sewer force main and the sanitary sewer gravity line from the SSPS to Node 1W near W. Linne Road (as shown in Wastewater Master Plan) per the improvement plans prepared by CH2M Hill and approved by the City ("Off-site Sewer Line Improvements"). After approval of the design by the City, the Subdivider shall pay for the City CIP Costs for the SSPS and Off-site Sewer Line Improvements (unless the

Subdivider opts to construct these improvements as described below). If the Subdivider does not elect to construct the Off-site Sewer Line Improvements in accordance with this condition of approval, the Subdivider shall pay to the City all related City CIP Costs either before approval of the first Final Map within the Project, or within 15 days from the date of written notice from the City that the project is ready for bid, whichever is earlier. Upon receipt of the funds, City will proceed with bidding of the project. In the event the responsive bid as determined by the City is higher than the funding provided by the Subdivider, the Subdivider shall promptly provide additional funding.

For the underground crossings of the sewer line at Delta Mendota Canal and California Aqueduct ("Crossing Improvements"), permits from appropriate regulating agencies will be required. The Subdivider may opt to construct the Crossing Improvements in full compliance with the permit requirements and subject to Subdivider's posting security as required by TMC section 12.36.080 and executing an Offsite Improvement Agreement approved by the City which, among other things, provides for Subdivider to fully indemnify City against any and all claims and liabilities that may arise from the construction of the Crossing Improvements.

In the event the Subdivider opts to construct the sanitary sewer improvements listed in Condition C.2.5.4 and C.2.5.5, the Subdivider shall enter into an improvement agreement (Offsite Improvement Agreement or OIA) and post improvement security in the amounts and form required by TMC section 12.36.080 and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the necessary improvement security before approval of the first Final Map within the Project. These improvements are not included in the Fee Program and no fee credits or reimbursements will be applicable.

- C.2.5.6 Sanitary sewer improvements north of WWMP Node 1W up to the current terminus of the City's sanitary sewer line in Corral Hollow Road are required to be completed prior to final inspection or occupancy of first residential or commercial building within the Project, excluding Model Homes. These are program-funded improvements under a Capital improvement Project (CIP). However, City will not have collected sufficient program fees to construct this Project. As such, Subdivider shall deposit total Program Funded City CIP Costs of this CIP to the City at least 18

months prior to the occupancy of any residential or commercial buildings within the Project

Upon receipt of the funds, City will proceed with bidding of the project. In the event the responsive bid as determined by the City is higher than the funding provided by the Subdivider, the Subdivider shall promptly provide additional funding sufficient to make up the difference.

If Subdivider opts to construct this sewer line, the Subdivider shall enter into an Offsite Improvement Agreement and post improvement securities in accordance with TMC Section 12.36.080.

- C.2.5.7 No final inspection of any residential building will be performed or certificate of occupancy for commercial building will be issued, with the exception of Model Homes, until the improvements listed in Conditions C.2.5.4 through C.2.5.6 are completed and functional, as determined by the City Engineer.
- C.2.5.8 The Subdivider is hereby notified that the City has limited wastewater treatment capacity in the City's Wastewater Treatment Plant until current and future expansion capital improvement projects are completed and operational. As of January 2015, the City had an unused capacity of approximately 4200 EDU's within its wastewater treatment plant available to new development within the City on a first-come-first-served basis. These EDU's are currently available to serve the proposed project, but as other development projects within the City come forward and building permits are issued, this remaining capacity will be reduced.
- C.2.5.9 Prior to the City's approval of the first Final Map within Project, the Subdivider shall dedicate to the City utility maintenance easements necessary for all sanitary sewer lines (gravity or force mains). All requirements relating to the access and maintenance by the Utilities Department and Public Works Department shall be incorporated into the improvement plans.
- C.2.5.10 Subdivider is to coordinate with Utilities Department and Public Works Department for providing access to Sanitary Sewer Pump Station during the initial phases of construction when public streets are in construction.

C.2.6. Water Distribution System

- C.2.6.1 All potable water lines and associated improvements as identified in the Water Study (Water Line Improvements)

shall be designed and installed per City Regulations.

- C.2.6.2 During the construction phases of the Project, the Subdivider shall be responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.
- C.2.6.3 Prior to approval of each Final Map, the Subdivider shall submit calculations and improvement plans as required by the Fire Department and the City Engineer, and obtain a letter from the Fire Code Official that the fire flow parameters per Tracy Design Standards Section 6.02 are met for the phased construction of water lines to the satisfaction of the City of Tracy Fire Code Official.
- C.2.6.4 The Subdivider shall complete design and construction of an at-grade water storage tank with a holding capacity of at least 3.5 MG (million gallons) and a booster pump station equipped with pumps that meets required domestic water and fire demand pumping capacity. These improvements are required to be complete, in place and operational before the final inspection of the 301st residential building within the Project.

All costs related to the design and construction of the water tank are the responsibility of the Subdivider. Before approval of first Final Map within the Project, the Subdivider shall execute a Deferred Improvement Agreement (DIA) to address timing, scope of work and funding responsibilities.

- C.2.6.5 In order to serve the Project, prior to final building inspection of the 301st residential building, or prior to completion of the at-grade water storage tank, the Subdivider shall provide for the design and construction of a remote pressure sensing station to be located near the residential units to transmit pressure data from the distribution system back to the pump controls at the City's John Jones Water Treatment Plant ("JJWTP"). This temporary remote pressure sensing station shall be funded and maintained by the Subdivider.

The Subdivider shall enter into a DIA, to guarantee removal of the remote pressure sensing station when the at-grade storage tank, and pump station are constructed and operational. Costs of installation of the remote pressure sensing station are not eligible for fee credits or reimbursements. The DIA will also include any

modifications required at the JJWTP until the at-grade storage tank and pump station are constructed and operational.

This requirement shall not apply if the at-grade water tank and pump station are constructed prior to final building inspection or occupancy for the first residential or commercial building excluding model homes within the Project.

- C.2.6.6 The Project will require completion of construction of Tracy Hills Booster Pump Station at JJWTP before any water services can be provided by the City to serve the Project. This pump station and associated work ("JJWTP Improvements") shown in the approved improvement plans titled "Tracy Hills Booster Pump Station at JJWTP" prepared by West Yost Associates ("JJWTP Improvement Plans") is a Capital Improvement Project, and the entire cost of this CIP (except the cost of the 20-inch diameter City Side Zone 3 Water Line as shown in the JJWTP Improvement Plans) is the responsibility of the Subdivider.

The Subdivider has the option to pay to the City full cost of this CIP project (as provided above) or enter into an agreement with the City (which shall be approved by the City) for paying portions of the CIP cost at major milestones. Any overruns in costs as listed in Condition C.2.5.2 will be the responsibility of the Subdivider. The Subdivider shall be eligible to receive reimbursements for the cost of the 20-inch diameter City Side Zone 3 Water Line if the Subdivider pays for its installation. The timing of reimbursement, if from the City, will be addressed in the agreement specified above.

- C.2.6.7 If the at-grade storage tank and booster pump station is not completed before final inspection of the structure that is the subject of the 100th building permit and subsequently before final inspection of 150th, 200th, and 250th building permits, the Subdivider shall demonstrate to the satisfaction of the City Engineer and Fire Code Official that required domestic and fire flow and water pressure are met by performing flow and pressure field tests.
- C.2.6.8 The onsite Recycled Water Transmission mains are required to serve the Project. As part of the onsite improvements for the Project, the Subdivider shall install an 8-in Recycled Water main with the Spine Road improvements

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

- C.2.6.9 Prior to final inspection of the first residential building (excluding model homes), or issuance of certificate of occupancy for the first commercial building within the Project, the water line from the JJWTP to Corral Hollow Road and from Corral Hollow Road to the Project ("Offsite Water Line Improvements") per the approved improvement plans titled "Corral Hollow Road Utility Improvements – Water and Sewer Pipelines" prepared by CH2MHill ("Offsite Water Line Improvement Plans") must be constructed and operational.

The Subdivider can either have the City construct these improvements by depositing with the City an amount equaling the estimated Non-Program Subdivider CIP Costs or opt to construct the improvements.

For the crossings of the water line at Delta Mendota Canal and California Aqueduct ("Crossing Improvements"), permits from appropriate regulating agencies will be required. The City Subdivider may opt, to construct the Crossing Improvements in full compliance with the permit requirements and subject to Subdivider's posting improvement security as required by TMC section 12.36.080 and executing an Offsite Improvement Agreement approved by the City which, among other things, provides for Subdivider to fully indemnify City against any and all claims and liabilities that may arise from the construction of the Crossing Improvements.

If the City constructs the Crossing Improvements, the Subdivider shall pay to the City for City CIP Costs either before approval of the first Final Map within the Project, or within 15 days from the date of written notice from the City that the project is ready for bid, whichever is earlier. Upon receipt of the funds, City will proceed with bidding of the project. In the event the responsive bid as determined by the City is higher than the funding provided by the Subdivider, the Subdivider shall promptly provide additional funding sufficient to make up the difference.

If the Subdivider either constructs or pays for installation by the City, the 20-inch diameter City Side Zone 3 Water Line (shown as "Zone 3-C CL 20" Pipeline on the Offsite Water Line Improvement Plans), the Subdivider shall be eligible to receive reimbursements for the cost of the 20" City Side Zone 3 Water Line. The amount and timing of reimbursement, if from the City, will be addressed in the agreement specified above.

In the event a portion of the "Zone 3-TH" CL Pipeline as shown on the Offsite Water Line Improvement Plans will be installed by a third party other than the City, the Subdivider shall pay the party that will install the "Zone 3-TH" CL Pipeline the cost of the pipeline prior to beginning of construction. The Subdivider shall provide to the City documentation of payment in full for the cost of the "Zone 3-TH" CL Pipeline prior to final inspection of the first building constructed within the Project.

- C.2.6.10 In the event the Subdivider opts to construct the Off-site Water Line Improvements, the Subdivider shall enter into an OIA with the City and post improvement security in the amounts and form in accordance with section 12.36.080 of the TMC, and as required by these Conditions, prior to the approval of the first final map of any residential neighborhood, or issuance of building permit for the first commercial building, whichever occurs first. The Subdivider shall submit the signed and notarized OIA with the necessary improvement security, before starting the installation of water lines.
- C.2.6.11 Any public improvements required to be installed within the jurisdiction of the San Joaquin County (County) will require Subdivider to obtain an encroachment permit from the County. The Subdivider shall pay all permit and inspection fees associated with the construction of improvements within the County.
- C.2.6.12 For all program and non-program Off-site Water Line Improvements that the Subdivider opts to construct, the Subdivider shall be responsible for notifying residents, business owner(s) and users, regarding construction work that involves traffic re-routing or other traffic related and access impacts to the existing residents and businesses. The Subdivider shall deliver the written notice, after approval by the City Engineer, to the affected residents or business owner(s) at least 72 hours before start of work. Before starting the work described in this section, the

Subdivider shall submit a Work Plan acceptable to the City that demonstrates that there will be no interruptions to the water supply, and a Traffic Control Plan to be used during the installation of the offsite water mains and connections. These plans and their costs are the sole responsibility of the Subdivider.

- C.2.6.13 Domestic and Irrigation Water Services – The HOA will be responsible for the repair and maintenance of all valves, fittings on services related to all street right-of-way landscaping, and for all parcels to be owned by HOA and all HOA easements.
- C.2.6.14 Where pressures at individual water services will be 80 psi or more, the Subdivider shall provide pressure reducing valves at the location approved by the City Engineer. The design operation of the individual pressure reducing valves for services shall be subject to approval by the Building Official.
- C.2.6.15 Fire Service Line – The Subdivider shall design and install fire hydrants at the locations approved by the City's Fire Safety Officer and Chief Building Official. Before the approval of the Improvement Plans, the Subdivider shall obtain written approval from the City's Fire Safety Officer and Chief Building Official, for the design, location and construction details of the fire service connections to the Project, and for the location and spacing of fire hydrants that are to be installed to serve the Project.
- C.2.6.16 In the event any additional right-of-ways and easements (temporary and/or permanent) including construction easements are required for program and non-program water and sewer line improvements, the Subdivider shall acquire such right(s)-of-way and easement(s), at the sub divider's sole cost and expense, prior to start of construction whether the Subdivider opts to construct such improvements or not.

Costs of right(s)-of-way and easement(s) acquisition for non-program improvements are not eligible for fee credits or reimbursements. Subdivider shall be eligible for fee credits and reimbursement for program improvements as provided in the City Regulations.

If required, the Subdivider may request the City to exercise its condemnation/ eminent domain powers for acquisition of right-of-way and easements. All costs of any condemnation process shall be paid for by the Subdivider.

C.2.7. Street Improvements

C.2.7.1 Subdivider is required to design and construct roadway and underground utility improvements to serve the Project, as identified in the sections applicable to Phase 1A of the Final Subsequent EIR for the Tracy Hills Specific Plan Project ("EIR") and these Conditions of Approval. All improvements shall comply with City Regulations, and Tracy Hills Design Standards. Such improvements shall include, but are not limited to, roadways, water supply system, sewer system, storm drainage systems, curb and gutter, sidewalks, street lighting system, traffic signals, ITS systems, pavement and crosswalk striping, bicycle lanes and trails, roadway signage and street signs, median islands, turn lanes, landscaping, and all necessary related improvements as required by the City. Timing of completion of street improvements shall comply with these Conditions of Approval and as outlined in the Mitigation Measures listed in the EIR.

C.2.7.2 Corral Hollow Road Right of Way

Per the Citywide Roadway & Transportation Master Plan (CRTMP) that was adopted by City Council on November 26, 2012, pursuant to Resolution 2012-240, amended on November 19, 2013, Corral Hollow Road will be a 4-lane major arterial street with a raised median, sidewalks, bicycle facilities and landscaping, and depicted Corral Hollow Road Plan Line.

The Corral Hollow Road Plan Line established the amount of right-of-way to be dedicated from the Project along Corral Hollow Road. The Subdivider shall dedicate all rights-of-way necessary for the widening of Corral Hollow Road along the entire frontage of the Property on Corral Hollow Road to the project boundary along I-580. The dedication shall include Caltrans Right of Way and City of Tracy requirements that satisfies the roadway cross section shown on the Corral Hollow Road Plan Line, including a future westbound loop on-ramp at the interchange. The Subdivider shall also dedicate right-of-way for construction of intersection improvements with a traffic signal at Spine Road / Corral Hollow Road, for Phase 1A and project buildout requirements, including all turn lanes.

The Subdivider shall be eligible for fee Credits and/or reimbursements for right-of-way dedication beyond Project's frontage obligation per the CRTMP requirements.

C.2.7.3 Corral Hollow Road Improvements (Project Frontage)

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

Prior to issuance of final inspection or occupancy of Model Homes and residential units the Subdivider shall complete substantial portion of the Corral Hollow Road Improvements to provide adequate and safe traffic conditions on Corral Hollow Road to the satisfaction of the City Engineer. The improvements will include, but are not limited to, construction of, at a minimum, one southbound through lane, one southbound right-turn lane at Spine Road, one northbound through lane, one northbound left-turn lane at Spine Road, temporary concrete median island, including tapers, asphalt concrete pavement, water main, fire hydrants, storm drain lines, catch basins, traffic signal, pavement markings and striping, traffic signage, street lighting, roadway section construction and/or replacement, asphalt concrete overlay (where required), pavement transitions and other street and utilities improvements that are required to serve the Project based on the phasing plan approved by the City Engineer. Roadway design shall conform to STAA truck traffic requirements and Caltrans requirements.

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

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

- C.2.7.4 In order to guarantee completion of the Corral Hollow Road Improvements, the Subdivider shall enter into an improvement agreement (SIA or OIA) and post an improvement security in the amounts and form in accordance with section 12.36.080 of the TMC and as required by these Conditions of Approval. The Subdivider shall submit the signed and notarized OIA with the necessary improvement security before approval of the first Final Map within the Project.
- C.2.7.5 For any Corral Hollow Road Improvements considered frontage improvements (such as Subdivider's Frontage Obligation per the CRMP and landscape improvements behind the curb) and improvements within Caltrans right-of-way at I-580/Corral Hollow Road interchange that are not constructed or security posted with OIA at the time of

approval of the first Final Map, the Subdivider shall enter into a DIA with the City.

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

C.2.7.6 Traffic Control Plan - Before starting any work within City's right-of-way on Corral Hollow Road, the Subdivider shall submit a Traffic Control Plan for each phase of work, to show the method and type of construction signs to be used for regulating traffic at the work areas within these streets. The Traffic Control Plan shall be prepared by a Civil Engineer or Traffic Engineer licensed to practice in the State of California. Subdivider shall comply with Caltrans requirements and standards for any work conducted within Caltrans ROW.

C.2.7.7 The Subdivider shall design and construct Corral Hollow Road Improvements to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (CHDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), the Applicable Law, and these Conditions of Approval.

C.2.7.8 The Tracy Hills Specific Plan EIR ("EIR") identifies the Project's traffic impacts that are to be mitigated by the Subdivider. The mitigation measures are summarized in Table 4.13-68, Transportation & Circulation EIR Mitigation Matrix, and are included herein by reference. Subdivider shall comply with the applicable mitigation measures as outlined in the EIR. Following is a list of traffic improvements for Phase 1A from the mitigation measures included with implementation requirements.

a) Corral Hollow Road/ I-580 EB Ramps (Mitigation Measure 4.13-14a, Intersection #1)

Prior to final inspection of the building that will generate 196 (cumulative) peak hour trips from the Project, the Subdivider shall install an all-way stop controlled intersection as an interim improvement. In order to guarantee timely installation of the stop signs, prior to final inspection of building generating 100 peak hour trips, the Subdivider shall obtain an encroachment permit from Caltrans. The installation of stop signs shall be included in the Deferred Improvement Agreement.

Prior to final inspection of a building that will generate 832 (cumulative) peak hour trips from the Project, the

Subdivider shall install a traffic signal at the intersection. In order to guarantee timely installation of the traffic signal, prior to final inspection of building generating 700 peak hour trips, the Subdivider shall obtain an encroachment permit from Caltrans. The installation of traffic signal shall be included in the Deferred Improvement Agreement.

The Subdivider shall, in collaboration with the City Engineer and Caltrans, commence with an encroachment permit application process to install the all-way stop sign and signal not later than ninety (90) calendar days following approval of the Vesting Tentative Map by the City of Tracy. If the Subdivider / City is unable to obtain required permits from Caltrans, City shall issue building permits beyond the above-mentioned limits, provided that the Subdivider has, to the reasonable satisfaction of the City Engineer, diligently pursued its efforts to obtain the required permits and collaborated closely with City staff in this effort.

The Subdivider shall submit a trip generation calculation with each building permit application or Final Map approval as directed by the City Engineer.

Any improvements installed that will be part of the Traffic Impact Fee Program (Fee Program) will be eligible for fee credits in accordance with City Regulations and the Development Agreement. The installation of traffic improvements at these locations will require Caltrans approval and an Encroachment permit from Caltrans.

b) Traffic Signal at Spine Road /Corral Hollow Road (Mitigation Measure 4.13-14a, Intersection #3)

A traffic signal at Spine Road / Corral Hollow Road shall be installed and made operational before final inspection of first building within the Project. The Subdivider shall provide improvement plans that show the design and construction details of the traffic signal and all associated intersection improvements such as turn lanes, signage and striping, traffic controller and power supply cabinet, traffic detecting loops and video camera for traffic monitoring, fiber optic traffic signal interconnect system and other improvements reasonably determined by the City Engineer to be necessary to operate a signalized intersection. The improvement plans shall be submitted prior to approval of the first final map (residential or commercial).

The traffic signal at Spine Road/ Corral Hollow Road is not included in the Fee Program, and hence the Subdivider shall pay for costs of design and construction of the traffic signal improvements.

c) Traffic Signal at Corral Hollow Road / Linne Road
(Mitigation Measure 4.13-14a, Intersection #4)

The Subdivider shall design and install a traffic signal at the intersection that will have interconnect with the railroad crossing controller. These improvements will require UPRR and CA PUC approval

Prior to final inspection of a building that will generate 396 (cumulative) peak hour trips from the Project, the Subdivider shall install a traffic signal at the intersection. In order to guarantee timely installation of the traffic signal, prior to final inspection of building generating 300 peak hour trips, the Subdivider shall obtain an encroachment permit / agreement from UPRR. The installation of the traffic signal shall be included in the Deferred Improvement Agreement.

The Subdivider shall, in collaboration with the City Engineer and UPRR / CA PUC, commence an engineering design process for the traffic signal improvements not later than ninety (90) calendar days following approval of this Vesting Tentative Map by the City of Tracy. If the Subdivider is unable to obtain required permits from UPRR / CA PUC, City shall issue building permits beyond the above-mentioned limits, provided that the Subdivider has, to the reasonable satisfaction of the City Engineer, diligently pursued its efforts to obtain the required permits and collaborated closely with City staff in this effort.

The Subdivider shall submit a trip generation calculation with each building permit application or Final Map approval as directed by the City Engineer.

Any improvements installed that will be part of the Traffic Impact Fee Program (Fee Program) will be eligible for fee credits in accordance with City Regulations and the Development Agreement.

d) Intersection Improvements at Tracy Boulevard /
Linne Road (Mitigation Measure 4.13-14a, Intersection #5):

The Subdivider shall reconstruct the eastbound approach to an eastbound left turn lane and eastbound through lane, and the westbound approach to a westbound right turn lane and a westbound through lane

Prior to final inspection of a building that will generate 469 (cumulative) peak hour trips from the Project, the Subdivider shall install intersection improvements as identified in the EIR. In order to guarantee timely installation of said improvements, prior to final inspection of building generating 400 peak hour trips, the Subdivider shall submit improvement plans and obtain approval by the City

Engineer. The Intersection Improvements shall be included in the Deferred Improvement Agreement.

The Subdivider shall, in collaboration with the City Engineer and UPRR / CA PUC (if required), commence with an engineering design process for the intersection not later than ninety (90) calendar days following approval of the Vesting Tentative Map by the City of Tracy. If the Subdivider is unable to obtain required permits from UPRR / CA PUC, City shall issue building permits beyond the above-mentioned limits, provided that the Subdivider has, to the reasonable satisfaction of the City Engineer, diligently pursued its efforts to obtain the required permits and collaborated closely with City staff in this effort. The Subdivider shall submit a trip generation calculation with each building permit application or Final Map approval as directed by the City Engineer.

Alternatively, with the approval of the City Engineer, the Subdivider may install a traffic signal interconnected with the controller at the railroad crossing, which installation would be subject to approval by the City Engineer.

Any improvements installed that will be part of the ultimate (program) improvements may be eligible for fee credits in accordance with City Regulations and the Development Agreement.

e) Overlay Corral Hollow Road between I-580 and Linne Road (Mitigation Measure 4.13-14b)

Before final inspection or occupancy of the first building (excluding the Model Homes) within the Project, the Subdivider shall overlay the existing two lanes on Corral Hollow Road between I-580 right-of-way and railroad right-of-way including 100 feet of the easterly leg of Linne Road. The Subdivider shall provide improvement plans that show the design and construction details of the overlay improvements and shall commence with the improvement plans following approval of the Vesting Tentative Map. The improvement plans shall be approved prior to approval of the first final map (residential or commercial). The Overlay Improvements shall be included in the Off-site Improvement Agreement.

No fee credits or reimbursements shall be applicable for these improvements.

f) Interim / Permanent School Site and roadways (Mitigation Measures 4.13-15d, 4.13-15e and 4.13-15f)

The Subdivider shall provide roadways to the school that meet acceptable on and off-site storage for drop-off/pickup queuing, safety considerations, vehicular circulation, and bike and pedestrian access, per the City Standard Plans and Vesting Tentative Map.

Prior to approval of the Vesting Tentative Map, or when the first student from Phase 1a attends either Tracy Hills Elementary School or Tom Hawkins Elementary School or the new school located within the Project (Phase 1a) commences design, the Subdivider shall demonstrate that the following planning and design considerations are addressed to the satisfaction of the City Engineer:

- School driveways are located directly opposite proposed streets entering the residential neighborhood to maximize traffic and student safety.
- 10' concrete Pedestrian and bicycle paths, sidewalks, and crosswalks are provided.
- A Safe Routes to School Program (SRTS) is initiated in coordination with the School District for the Phase 1a school site. The SRTS Program shall be funded and developed by the Subdivider. The SRTS Program shall be developed when the School District applies for an Encroachment Permit from the City.
- The Subdivider shall fund the development of a Traffic Management Plan to the satisfaction of the City Engineer, the Police Department, and the Jefferson School District for the interim conditions when additional traffic would be generated to the interim school adjacent to the Tracy Hills Elementary School. The Traffic Management Plan shall be implemented when the temporary school building opens up for attendance and the first student from Tracy Hills attends the school(s).

g) Traffic Signal at Lammers Road / Old Schulte Road (Mitigation Measure 4.13-5a, Intersection #10)

The City has established a CIP Project for this interim improvement and partial funds have already been collected from other development projects as fair share payments and these other development projects funded the addition of the northbound left-turn lane only. The Applicant shall pay a proportionate share for the interim capacity improvements. These fees will be payable at the final inspection of the first building for the Project.

h) Traffic Signal at Internal Intersection at Business Park Main Driveway and Spine Road (Mitigation Measure 4.14-5a, Intersection #23)

A traffic signal at the Business Park Main Driveway and Spine Road shall be installed and made operational before issuance of Certificate of Occupancy for the first commercial building permit for within the Project. The Subdivider shall provide improvement plans that show the design and construction details of the traffic signal and all associated intersection improvements such as turn lanes, signage and striping, traffic controller and power supply cabinet, traffic detecting loops and video camera for traffic monitoring, fiber optic traffic signal interconnect system and other improvements reasonably determined by the City Engineer to be necessary to operate a signalized intersection. The improvement plans shall be submitted prior to issuance of a building permit for the first commercial building within the Project. The installation of the traffic signal shall be included in the Deferred Improvement Agreement.

C.2.7.9 As the properties north of the Project along Corral Hollow Road develop, City will install fiber-optic lines to connect signals on Corral Hollow Road. In the interim, at the time of installation of traffic signals at Corral Hollow Road / Spine Road and other traffic signals with the Project, the Subdivider shall provide a functional communication system acceptable to the City Engineer, to connect the City's Traffic Control Management Center (TCMC) located at the City Hall to the traffic signals that will be constructed with this Project. Any required improvements at the TCMC to facilitate communications in the interim condition that is not part of the Master Plan Facilities, shall be installed at Subdivider's cost, and no fee credits or reimbursements will be applicable.

C.2.7.10 Bus shelter and turnout on Corral Hollow Road and Spine Road: The bus shelters and turnouts on Spine Road shall be constructed as part of the Spine Road Improvements. Bus turnouts and shelters on Spine Road shall be located at the two fire turnouts on Spine Road. The City will provide the construction details and materials specifications of the bus shelter. Timing of construction of bus shelters will be determined in the future based on the extension of TRACER's Fixed Route to serve the Project. In order to assure completion of construction of the bus shelters, the Subdivider may either enter into a DIA with security, or pay to the City the estimated cost for two bus shelters on Spine Road, and one bus shelter on Corral Hollow Road at the time of approval of the first Final Map within the Project.

C.2.7.11 Encroachment Permit. Before starting any work to be performed and improvements to be constructed within City's right-of-way, the Subdivider shall obtain an Encroachment Permit from the City. The Subdivider or its authorized representative shall submit all documents that are required to process the Encroachment Permit including but not limited to, approved Improvement Plans, Traffic Control Plan that is prepared by and signed and stamped by a Civil Engineer or Traffic Engineer registered to practice in the State of California, payment of engineering review fees, copy of the Contractor's license, Contractor's Tracy business license, and certificate of insurance naming the City of Tracy as additional insured or as a certificate holder.

C.2.7.12 Dead-End Streets. A standard barricade and guardrail with appropriate traffic sign will be required at street ends. Alternatively, turnarounds meeting the requirements of Fire Department shall be provided at these dead-end streets.

C.2.7.13 Spine Road and Other In-tract Streets. The Subdivider shall dedicate all rights-of-way that are necessary to construct Spine Road and all the in-tract streets based on their respective cross sections shown on the Vesting Tentative Subdivision Map with the Final Map for the respective phase. The width of travel lanes, street median, landscaping strip and sidewalk shall be in accordance with the Vesting Tentative Subdivision Map.

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

C.2.7.14 The Subdivider shall construct an all-whether, emergency vehicle access as required in Planning Division's Conditions.

The Subdivider and City shall enter into an EVA Agreement prior to the start of construction. This agreement will address access across private properties and maintenance responsibilities. The Subdivider shall submit improvement plans for any improvements required by the Police and Fire Departments, and agencies having jurisdiction. The Subdivider shall obtain any permits and/or easements that may be required for construction

and use of the EVA. Required improvements may include but not limited to addition of gates with optical opening devices, turnouts, and gates at the California Aqueduct.

- C.2.7.15 The Subdivider shall execute Grant of Easement documents for the Emergency Vehicle Access Easement at the time of approval of the first Final Map.
- C.2.7.16 Prior to final inspection or certificate of occupancy for the 289th residential unit within the Project, a fire station and all related equipment shall be constructed and operational to serve Tracy Hills in accordance with the Citywide Public Safety Master Plan.
- C.2.7.17 All intersections shall be designed to accommodate fire truck movements as required by the Fire Department.
- C.2.7.18 Subdivider must provide and verify sight distances, where applicable, with regard to reverse lots and fence placements as required by the City Engineer.

C.2.8 Mini/Neighborhood and Community Parks

- C.2.8.1 The Subdivider shall offer for dedication Parcels "A", "B" and "C" for park purposes on the Final Map that corresponds to the timing of completion of respective parks as identified in Planning's Conditions. The Subdivider shall design and construct the neighborhood park improvements consistent with the Tracy Hills Specific Plan and City Regulations. The Subdivider shall be eligible for neighborhood/mini park fee credits in accordance with the PI&RA and Title 13 of the TMC.
- C.2.8.2 The Subdivider shall submit park improvement plans, signed and notarized improvement agreement ("Park Improvement and Reimbursement Agreement" or "PI&RA"), and Improvement Security in the amount and type specified in the City Regulations at the time of approval of the Final Map that corresponds to the timing of completion of the neighborhood park improvements specified in Planning Division's Conditions of Approval.
- C.2.8.3 Before issuance of the first residential building permit (excluding model homes), the Subdivider shall submit park design alternatives for review by the City to determine the Phillips 66 pipeline impacts and overall grading over the future construction and use of Parks 1 & 2. The Subdivider's design engineer will be responsible for providing grading designs that will demonstrate that the proposed mass grading will facilitate park improvements construction without the requirement of major regrading or retaining walls.

C.2.9. Public Utility Easements

C.2.9.1 Undergrounding of Overhead Utilities. The existing overhead lines and poles shall be removed from the Project specifically along the west side of Corral Hollow Road. The Subdivider shall abandon any easements associated with these overhead lines that are no longer needed.

C.2.9.2 All private utility services to serve the Project such as electric, telephone and cable TV to the building must be installed underground, within right-of-way or a dedicated Public Utility Easement (PUE) and at the location approved by the City and the respective owner(s) of the utilities.

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

C.2.9.3 Public Utility Easements on sideyard lots shall be adjusted in final neighborhood designs based on actual joint trench design requirements.

C.2.10 Phillip 66 Oil Pipeline Easement and Facilities

C.2.10.1 Prior to beginning of grading operations that may impact the existing Phillips 66 underground facilities within the Project, the Subdivider shall obtain signatures on the improvement plans by Phillips 66. Grading and improvement plans affecting Phillips 66 facilities shall comply with the applicable version of Phillip 66 Pipeline Encroachment Design and Construction Specifications. The Improvement plans shall contain an approval block for Phillip 66 indicating their approval of such designs.

C.2.10.2 Before the approval of the park improvement plans, the Subdivider shall submit evidence of approval of the park

plans by Phillips 66 for the proposed park improvements consistent with the Parks Master Plan and as approved by the City. Subdivider shall provide a grading plan and profiles showing cut/fill sections over the Phillips 66 pipelines within proposed park areas.

The Subdivider shall be responsible for design and construction of surface water drainage facilities within the Phillip 66 Oil Line Easement. All surface water within this easement shall be collected and channeled to the public storm drainage system within public roadways.

- C.2.10.3 The Subdivider shall notify in writing the future buyers of lots about the existing Phillips 66 easement and any requirements /restrictions relating to the existence of the easement. The Disclosure Statement(s) shall be made part of the Sale Deeds and recorded in compliance with the applicable law.

C.3. Final Map

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

- C.3.1 Subdivider has submitted one reproducible (mylar) copy of the approved tentative subdivision map for the Project after Subdivider's receipt of a notification of approval of the Tentative Subdivision Map. The signature of the owner of the Property on the Tentative Subdivision Map shall indicate the owner's consent to the preparation of the Tentative Subdivision Map and the proposed subdivision of the Property.
- C.3.2 Each Final Map is prepared in accordance with the applicable requirements of the Tracy Municipal Code, these Conditions of Approval, all other applicable City Regulations, and in substantial conformance with the Tentative Subdivision Map.
- C.3.3 Each Final Map includes and shows offer(s) of dedication of all right(s)-of-way and/or temporary or permanent easement(s) required by the Improvement Plans and Final Map, in accordance with City Regulations and these Conditions. If construction easement(s) is/are shown, it/they shall indicate the termination date of the construction easement(s).
- C.3.4 Horizontal and vertical control for the Project shall be based upon the City of Tracy coordinate system and at least three 2nd order Class 1 control points establishing the "Basis of Bearing" and shown as such on the Final Map. The Final Map shall also identify surveyed ties from

two of the horizontal control points to a minimum of two separate points adjacent to or within the Property described by the Final Map.

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

C.3.6 Subdivision Improvement Agreement. Before the City's approval of any Final Map, the Subdivider shall execute a Subdivision Improvement Agreement (for the public facilities required to serve the real property described by the Final Map), and post all required improvement security in accordance with City Regulations.

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

C.3.7 Improvement Security. The Subdivider shall provide improvement security for all public facilities, as required by Subdivision Improvement Agreement or Offsite Improvement Agreement. The form of the improvement security may be a surety bond, letter of credit or other form in accordance with City Regulations. The amount of the improvement security shall be as follows:

C.3.7.1 Faithful Performance (100% of the estimated cost of constructing the public facilities),

C.3.7.2 Labor & Material (100% of the estimated cost of constructing the public facilities), and

C.3.7.3 Warranty (10% of the estimated cost of constructing the public facilities)

C.3.7.4 Monumentation (\$750 multiplied by the total number of street centerline monuments that are shown on the Final Map)

- C.3.8 Subdivider has paid engineering review fees including improvement plan checking, final map review, agreement processing, and all other fees required by these Conditions of Approval and City Regulations.
- C.3.9 Subdivider has submitted technical or materials specifications, cost estimate, and technical reports related to the design of improvements that are shown on the Improvement Plans and as required by these Conditions.
- C.3.10 Subdivider has submitted hydrologic and storm drainage calculations for the design and sizing of in-tract storm drainage pipes located within the Project.
- C.3.11 Subdivider has submitted signed and stamped Improvement Plans as required in Condition C.2 above.

C.4. Grading and Encroachment Permit

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

- C.4.1 Grading and Drainage Plans prepared on a 24" x 36" size polyester film (mylar). Grading and Drainage Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil Engineer.
- C.4.2 Payment of the applicable Grading Permit fees which include grading plan checking and inspection fees, and other applicable fees as required by these Conditions of Approval.
- C.4.3 Three sets of the Storm Water Pollution Prevention Plan (SWPPP) identical to the reports submitted to the State Water Quality Control Board (SWQCB) and any documentation or written approvals from the SWQCB including a copy of the Notice of Intent (NOI) with the state-issued Wastewater Discharge Identification number (WDID). After the completion of the Project, the Subdivider is responsible for filing the Notice of Termination (NOT) required by SWQCB, and shall provide the City, a copy of the completed Notice of Termination.
- C.4.4 Cost of preparing the SWPPP, NOI and NOT including the annual storm drainage fees and the filing fees of the NOI and NOT shall be paid by the Subdivider. The Subdivider shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the Storm Water Regulations adopted by the City in 2008 and any subsequent amendment(s), and the City Regulations.

- C.4.5 Two sets of the Project's Geotechnical Report signed and stamped by a licensed Geo-technical Engineer licensed to practice in the State of California. The technical report must include relevant information related to soil types and characteristics, soil bearing capacity, percolation rate, roadway section construction recommendations and elevation of the highest observed groundwater level.
- C.4.6 A copy of the Approved Fugitive Dust and Emissions Control Plan that meets San Joaquin Valley Air Pollution Control District (SJVAPCD) as required in Mitigation Monitoring and Reporting Program of the Tracy Hills Specific Plan Final Environmental Impact Report (TH-EIR).
- C.4.7 Two sets of Hydrologic and Storm Drainage Calculations for the design of the on-site storm drainage system and for determining the size of the project's storm drainage connection.
- C.4.8 Reasonable written permission from irrigation district or affected owner(s), if applicable as required in Condition C.2.2.5, above. The cost of relocating and/or removing irrigation facilities and/or tile drains is the sole responsibility of the Subdivider.
- C.4.9 Written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), if applicable. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Subdivider shall be responsible for all costs associated with the abandonment or removal of the existing well(s) including the cost of permit(s) and inspection.
- C.4.10 Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar) that incorporate all the requirements described in these Conditions of Approval. Improvement Plans shall be prepared under the supervision of, and stamped and signed by a Registered Civil, Traffic, Electrical, Mechanical Engineer, and Registered Landscape Architect for the relevant work.
- C.4.11 Two sets of structural calculations for drainage structures and retaining walls within street right-of-way and retention basins signed and stamped by a Structural Engineer licensed in the State of California.
- C.4.12 Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.
- C.4.13 Signed and notarized Offsite Improvement Agreement (OIA) and Improvement Security, to guarantee completion of the identified public improvements that are necessary to serve the Project as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with Section 12.36.080 of the Tracy Municipal Code (TMC), and the OIA.
- C.4.14 Signed and notarized Deferred Improvement Agreement (DIA) and Improvement Security, to allow deferment of completion of

improvements as required by these Conditions of Approval. The form and amount of Improvement Security shall be in accordance with the DIA and Section 12.36.080 of the TMC, or pursuant to the terms of the Development Agreement, as appropriate.

- C.4.15 Check payment for the applicable engineering review fees which include plan checking, permit and agreement processing, testing, construction inspection, and other applicable fees as required by these Conditions of Approval. The engineering review fees will be calculated based on the fee rate adopted by the City Council on April 15, 2014, per Resolution 2014-059.
- C.4.16 Traffic Control Plan for each phase signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California.
- C.4.17 As required per Mitigation Measure 4.8-2a of the EIR, the Subdivider shall submit, prior to issuance of grading permits, a Phase II ESA focused on soil sampling and/or soil vapor sampling conducted near the location of the underground crude oil pipelines, as determined by a qualified Phase II/Site Characterization specialist.
- C.4.18 As required per Mitigation Measure 4.8-2b of the EIR, prior to issuance of grading permits, the Subdivider shall work with Conoco Phillips to implement and observe a site damage prevention plan to the satisfaction of the City of Tracy Engineering Division.

C.5. Building Permit

The City will not approve any building permit within the Project boundaries until a Final Map is approved by the City Council and it is recorded at the San Joaquin County Recorder's Office, and the Subdivider demonstrates, to the reasonable satisfaction of the City Engineer, compliance with all the required Conditions including, but not limited to, the following, except that the timing of payment of fees shall be as approved in the Development Agreement:

- C.5.1 Check payment of the applicable City Wide Roadway and Traffic, Water, Recycled Water, Wastewater, Storm Drainage, Public Safety, Public Facilities, and Park Development Impact Fees (adopted by Resolution 2014-010) as these relate to the Project and as required by these Conditions of Approval.
- C.5.2 Check payment of applicable Regional Transportation Impact Fees (RTIF) as required in the Mitigation Monitoring and Reporting Program of the Final Environmental Impact Report and these Conditions of Approval.
- C.5.3 Check payment of any applicable Agricultural Conversion or Mitigation Fee as required in Chapter 13.28 of the Tracy Municipal Code and the Mitigation Monitoring and Reporting Program of Tracy Hills Final Environmental Impact Report and these Conditions of Approval.

- C.5.4 Payment of the San Joaquin County Facilities Fees as required in Chapter 13.24 of the TMC.
- C.5.6 The Project developer(s) shall be required to pay the Transportation Impact Fee established pursuant to the written Agreement by and between the City of Tracy, LTA, the Sierra Club, the County of Alameda, and the City of Livermore to the City of Tracy prior to issuance of building permits for any residential portion of the Project. Said condition shall be incorporated into any development agreement or similar agreement if entered into by the developer and the City of Tracy. Said condition shall constitute the only regional traffic impact fee charged against the Project.

C.6. Final Building Inspection

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

- C.6.1 The Subdivider has completed construction of all public facilities required to serve the building for which a certificate of occupancy is requested or a final building inspection has to be performed unless otherwise defined herein. Unless specifically provided in these Conditions, or the City Regulations, the Subdivider shall take all actions necessary to construct all public facilities required to serve the Project, and the Subdivider shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, land acquisition, program implementation, and contingency).
- C.6.2 The Subdivider shall pay a fair share towards the cost of constructing the interim improvements at the Lammers Road/Old Schulte Road intersection, as determined by the City Engineer.

C.7. Temporary or Final Building Certificate of Occupancy

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

- C.7.1 The Subdivider has satisfied all the requirements set forth in these Conditions of Approval.
- C.7.2 The Subdivider has completed construction of all required public facilities for the building for which a certificate of occupancy is requested, unless otherwise defined herein. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Subdivider shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities

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

C.8. Acceptance of Public Improvements

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

- C.8.1 All the public improvements shown on the Improvement Plans are completed and all the deficiencies listed in the deficiency report prepared by the assigned Engineering Inspector are all corrected.
- C.8.2 Subdivider has completed the 90-day public landscaping maintenance period.
- C.8.3 Subdivider has submitted Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Subdivider, the City shall temporarily release the originals of the Improvement Plans to the Subdivider so that the Subdivider will be able to document revisions to show the "As Built" configuration of all improvements.
- C.8.4 Signed and notarized Grant Deed(s) with legal description(s) and plat maps for the offer of dedication of right-of-way, and Grant of Easements as required per these Conditions of Approval and City Regulations, or dedications shown on the Final Map.

C.9. Release of Improvement Security

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

C.10. Special Conditions

- C.10.1. All streets and utilities improvements within City's right-of-way shall be designed and constructed in accordance with City Regulations, except as otherwise specifically approved in the Tracy Hills Specific Plan.
- C.10.2. When street cuts are made for installation of utilities, the Subdivider is required to install 2 inches thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2 inches deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in

order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

- C.10.3. All improvement plans shall contain a note stating that the Developer (or Contractor) will be responsible to preserve and protect all existing survey monuments and other survey markers. Any damaged, displaced, obliterated or lost monuments or survey markers shall be re-established or replaced by a licensed Land Surveyor at the Developer's (or Contractor's) sole expense. A corner record must be filed in accordance with the State law for any reset monuments (California Business and Professions Code Section 8871).
- C.10.4. Benefit District – The Subdivider may make a written request to the City for the formation of a Benefit District, before the approval of the final map and improvement plans for the public facility(s) considered to be oversized that benefits other property(s) or development(s). Reimbursement request(s) will be processed in accordance with TMC Chapter 12.60.
- C.10.5. Nothing contained in these Conditions shall be construed to permit any violation of City Regulations. Subject, however, to City Regulations, this Condition does not preclude the City from requiring pertinent revisions and additional requirements to the final map, improvement agreements, and improvement plans, before the City Engineer's signature on the final map and improvement plans, if the City Engineer finds it necessary due to public health and safety reasons. (Government Code section 66498.6.) The Subdivider shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

RESOLUTION 2018-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3953, TRACY HILLS VILLAGE 6A

WHEREAS, A Small-Lot Vesting Tentative Subdivision Map for Tracy Hills Phase 1A, Tract 3788 (VTSM), with approximately 1,160 single-family residential lots, an approximately 50 acre mixed-use business park/commercial retail area, three public parks, school site, and numerous other Homeowners Association owned and maintained parcels, was approved by the Tracy City Council on April 5, 2016, pursuant to Resolution No. 2016-066, and

WHEREAS, The Final Subdivision Map for Tract 3953, Tracy Hills Village 6A, consists of 70 single-family residential lots within the boundaries of the aforementioned approximately 1,160 lot Tracy Hills Phase 1A project, and

WHEREAS, The Conditions of Approval for the VTSM require the Subdivider to design and construct certain on-site improvements as a condition of approval of the Final Subdivision Map pursuant to the Subdivision Map Act, the Subdivision Ordinance, and applicable City Standards, and

WHEREAS, The Improvement Plans, Specifications, and Cost Estimates for the required improvements have been prepared on behalf of the Subdivider, and approved by the City Engineer, and

WHEREAS, The Subdivision Improvement Agreement (SIA) addresses construction of Tourmaline Way, Callaway Drive, Callaway Court, Dunsmuir Avenue, Teagarden Place, Granville Street, Sasser Place and Starcross Drive, and other in-tract improvements associated with the 70 lots that will be developed by the Subdivider as part of Tracy Hills Village 6A, and

WHEREAS, The Subdivider has executed the SIA and has posted the required securities to guarantee completion of the improvements, and

WHEREAS, Upon completion of all improvements, the City will accept the improvements and will accept all offers of dedication of public right-of-way, and

WHEREAS, The Developer will pay for the cost of engineering inspection and processing the agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Final Subdivision Map for Tract 3953, Tracy Hills Village 6A, and authorizes the City Clerk to file the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 21st day of August, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

REJECT BIDS FOR THE PLAYGROUND RENOVATION PROJECT – CIPs 78149 & 78150 FOR BAILOR-HENNAN, RIPPON, SULLIVAN AND LESTER HUCK PARKS, AND AUTHORIZE CITY STAFF TO RE-BID THE PROJECT

EXECUTIVE SUMMARY

Staff requests that the City Council reject all bids and authorize City staff to re-bid the project.

DISCUSSION

The City’s Consolidated Landscape Maintenance District (LMD) has funding for the renovation of four park playgrounds in two different Capital Improvement Projects: CIP 78149 for LMD Zone 7 (Bailor-Hennan and Rippon), and CIP 78150 for LMD Zone 17 (Sullivan and Lester Huck). The park renovations were designed to fit within the existing square footage of the playground areas and included required ADA upgrades. The projects were advertised for competitive bids on March 20 and March 27, 2018, and the following two bids were received and publicly opened on May 8, 2018:

Contractor	Base Bid	Additive Bids					Base Bid and Additives
		ADD. A	ADD. B	ADD. C	ADD. D	ADD. E	
Integra Construction Services, Inc.	\$796,551	\$36,537	\$28,872	\$15,480	\$9,890	\$3,640	\$891,006
Gooldland Landscape Construction, Inc.	\$800,000	\$32,000	\$34,000	\$15,500	\$13,000	\$5,400	\$899,900

After the bid opening, staff realized that the scopes of work and related budget documents for the CIPs did not adequately segregate information per park. Because each park is part of a specific LMD zone and LMD funds must be used for that zone, it is necessary to modify the bid documents to reflect the specific costs for each park. Public Contract Code Section 20166 allows Council, at its discretion, to reject all bids. Staff recommends that Council reject all the bids and authorize staff to re-bid the project with modified documents.

STRATEGIC PLAN

The agenda item is a routine operational item and it is not related to the Council five-point strategy.

FISCAL IMPACT

There is no fiscal impact at this time related to the rejection of bids. CIP 78149 Park Renovation – LMZ 07 and CIP 78150 Park Renovation – LMZ 17 each have \$497,300 from Fund 271.

RECOMMENDATION

That City Council, by resolution, reject all bids and authorize staff to re-bid the project.

Prepared by: Zabih Zaca, PE, Senior Civil Engineer

Reviewed by: Don Scholl, Public Works Director
Robert Armijo, PE, City Engineer / Assistant Development Services Director
Andrew Malik, Development Services Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

RESOLUTION 2018-_____

REJECTING ALL BIDS FOR THE PARK RENOVATION PROJECT, CIPs 78149 AND 78150, FOR BAILOR-HENNAN, RIPPON, SULLIVAN AND LESTER HUCK PARKS, AND AUTHORIZE CITY STAFF TO RE-SCOPE AND RE-BID PROJECT.

WHEREAS, The City's Consolidated Landscape Maintenance District (LMD) has funding for the renovation of four park playgrounds, and

WHEREAS, The subject funds are collected from each specific zones for parks within the boundary of said zone, and

WHEREAS, The current construction documents combined all parks and did not separate construction costs by LMD zone, and

WHEREAS, It is necessary to modify the construction document to reflect costs per park;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby rejects all bids and authorizes City Staff to re-scope and re-bid the project.

* * * * *

The foregoing Resolution 2018-_____ was adopted by the Tracy City Council on the 21st day of August 2018 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSNT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MADILL ENTERPRISES, INC. DBA ADVANCED PROPERTY SERVICES, OF SACRAMENTO, CA., TO PROVIDE JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES, AND AUTHORIZE THE CITY MANAGER TO AMEND THE AGREEMENT TO INCREASE COMPENSATION UP TO THE CONTINGENCY AMOUNT AND TO EXECUTE EXTENSIONS AND TO MAKE ANY MINOR AMENDMENTS TO THE AGREEMENT

EXECUTIVE SUMMARY

Staff is seeking Council approval of a Professional Service Agreement to provide janitorial services for various City facilities.

DISCUSSION

The City of Tracy has approximately 211,683 square feet of office and multi-use space that require janitorial services to properly maintain each facility. These services include standard cleaning such as vacuuming, sweeping, mopping, sanitizing, and trash collection, with the use of “green” practices and supplies.

The facilities being serviced are as follows:

<u>FACILITY</u>	<u>SQUARE FOOTAGE</u>
City Hall & Council Chambers	40,700
Police Department	27,616
Police Annex Facility	10,817
Police Gun Range	1,000
Community Center	9,030
Lolly Hansen Senior Center	5,224
Support Services Building	11,116
Fire Administration Building	9,646
Tracy Animal Shelter (offices)	1,000
Tracy Library	17,058
Tracy Museum	9,654
Lammersville Schoolhouse	1,032
Boyd Service Center Admin.	6,000
Tracy Transit Annex	768
BSC Modular Trailer 1	2,160
BSC Modular Trailer 2	1,440
BSC Shop Restrooms	1,000
Central Garage Office	180
Joe Wilson Pool	2,000
Grand Theatre	39,000
Old Jail House	1,077
Tracy Transit Station	6,000
Sports Complex Meeting Room	1,100
John Jones Water Treatment Plant	2,509
<u>Wastewater Treatment Plant</u>	<u>4,556</u>
Total	211,683

Public Works requested proposals from janitorial service contractors through the Request for Proposal (RFP) process. Proposals received were from five contractors, which included:

ADS Myers, Inc. – Gardnerville, NV
Crossroads – Sacramento, CA
Environmental Control – Salida, CA
Madill Enterprises, Inc. dba Advanced Property Services – Sacramento, CA
UBM Enterprise, Inc. – Dallas, TX

Upon review and rating of the proposals, staff felt there was a need to interview all vendors. Interviews were held via telephone on July 9, 2018, with each vendor scored on an established matrix which included: proposal methodology, labor factors, equipment/materials, and experience, with an emphasis on experience servicing a live action theater (Grand Theatre). After completing the evaluation/interview process, the staff found Madill Enterprises, Inc., dba Advanced Property Services, to be the most qualified contractor. The City is currently utilizing this vendor, and has been pleased with the service level received.

The agreement is for two (2) years. The proposed terms in the agreement provide that if the City determines that the contractor has satisfactorily performed all requirements in the agreement, and per the recommendation from the Public Works Director to the City Manager, the City Manager may extend the agreement for up to an additional four (4) years in any combination, not to exceed a total agreement length of six (6) years.

The agreement includes an annual not-to-exceed amount of \$477,817. There is a potential for additional facilities to be added during the life of this contract. Staff has added a contingency amount of 20% to cover moderate expansions and any emergency services that arise at City facilities that will be charged against the agreement. These estimated increases do not anticipate the addition of a major facility such as a large multi-generational facility. Such a major addition will be negotiated separately and brought to Council for approval.

Also included in the overall annual amount is the option for the vendor to request an annual Consumer Price Index (CPI) rate increase each year after the initial two years of the agreement. Any such increase shall not exceed 3% and is based on the CPI for Urban Wage Earners for San Francisco-Oakland Bay Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. This increase is an optional request and approved by the City in its sole discretion.

STRATEGIC PLAN

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

FISCAL IMPACT

Initial agreement term for the first two years will be \$400,469, annually. Agreement value not to exceed \$477,817 annually. The not to exceed amount includes additional work performed, CPI inflation factor, and additional facilities. The costs of this professional services agreement for janitorial services were included in the approved FY 2018/ 2019 Departmental Operating Budget, Object Code #5254, Custodial Services.

RECOMMENDATION

Staff recommends Council approve a Professional Services Agreement with Madill Enterprises, Inc. dba Advanced Property Services, of Sacramento, CA, for Janitorial Services at Various City Facilities and authorize the City Manager to amend the Agreement to execute extensions, increase compensation up to the contingency amount, and to make any minor amendments to the agreement.

Prepared by: Nancy Chapman, Management Analyst I

Reviewed by: Don Scholl, Public Works Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistance City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Professional Services Agreement

City of Tracy
PROFESSIONAL SERVICES AGREEMENT
Janitorial Services

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and **Madill Enterprises, Inc., DBA Advanced Property Services**, a California corporation (Contractor).

Recitals

- A. On June 11, 2018, a Request for Proposal (RFP) was issued for Janitorial Services for various City Facilities 2018-2020 (hereinafter "Project"). All RFPs were submitted to the Public Works Department by June 21, 2018.
- B. After negotiations between the City and Contractor, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.

Now therefore, the parties mutually agree as follows:

- 1. **Scope of Services.** Contractor shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: **Scott Madill**, President. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit "A", nor shall Contractor use any subcontractors, without City's prior written consent.
- 2. **Term of Agreement.** The term of this agreement shall be for two years commencing on September 1, 2018 through August 31, 2020. In the event that the City determines that the Contractor has satisfactorily performed all requirements in this agreement, and per recommendation from the Public Works Director to the City Manager, the City Manager may extend the Agreement for an additional four (4) years in any combination not to exceed a term of six (6) years.
- 3. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A". Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

4. Compensation.

- 4.1 General** - For services performed by Contractor under this Agreement, City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B", attached and incorporated by reference. Contractor's fee for this Agreement is Not to Exceed \$477,817 annually. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the Not to Exceed amount without the City's prior written approval. Additional facilities or square footages may be added by the City, as recommended by the Director of Public Works, due to new construction or acquisition. The City Manager may amend the agreement to increase the compensation up to the contingency amount, as approved by the City Council, and to add facilities.
- 4.2 Increase.** Contractor will be entitled to request an annual rate adjustment if the City exercises the option to extend the contract for additional year (s). The Contractor must submit a written request to the City by April 1st each year for an increase to take effect on July 1st, the next year of the agreement. The award of said increase is to be approved by the City at its sole discretion. The base for computing the adjustment shall be the Consumer Price Index for Urban Wage Earners for the San Francisco-Oakland Bay Area published by the U.S. Department of Labor, Bureau of Labor Statistics (Index) which is published for the date nearest the date of the commencement of the term of this Agreement. In no event shall an increase of greater than three percent (3%) be allowed per option year.
- 4.3 Invoices.** Contractor shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.
- 4.4 Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Contractor based upon the services described on the invoice and approved by the City.

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

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

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

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

6. Insurance.

- 6.1 General.** Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
- 6.2 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) “per occurrence” coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- 6.3 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- 6.4 Workers’ Compensation** coverage shall be maintained as required by the State of California.
- 6.5 Professional Liability** “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.
- 6.6 Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 6.6.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
- 6.6.2** For any claims related to this Agreement, Contractor’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor’s insurance and shall not contribute with it.
- 6.7 Notice of Cancellation.** Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.
- 6.8 Authorized Insurers.** All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 6.9 Insurance Certificate.** Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.
- 6.10 Substitute Certificates.** No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Contractor shall provide a substitute certificate of insurance.

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

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

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

8. Termination. The City may terminate this Agreement by giving ten (10) days written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement up to the date notice is given.

Contractor may terminate this Agreement for cause and only upon providing 90 days written notice to City that Contractor is unable to continue performance of the agreement due to the occurrence of either (1) transfer of ownership; or (2) catastrophic life event of the owner of Madill Enterprises, Inc.

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

10. Miscellaneous.

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

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

To Contractor:
Scott Madill
Madill Enterprises, Inc., dba
Advanced Property Services
3045 65th Street #8
Sacramento, CA 95820

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

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

- 10.2 Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.
- 10.3 Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 10.4 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 10.5 Assignment and Delegation.** Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 10.6 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 10.7 Compliance with the Law.** Contractor shall comply with all local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.
- 10.8 Business Entity Status.** Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Contract. City may take steps to have this Agreement declared voidable.
- 10.9. Business License.** Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License.
- 10.10 Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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


- 11. **Performance Bond.** Contractor shall provide the City, within ten (10) days of award of this agreement, with a performance bond or other security approved by the City, issued by a corporate surety, naming the City as obligee, in an amount equal to six months charges for janitorial services. If Contractor terminates this Agreement in accordance with Section 8, "Termination," City will release performance bond or other security.
- 12. **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 Contractor and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

City of Tracy

Contractor

 By: Robert Rickman
 Title: Mayor
 Date: _____



 By: Scott Madill
 Title: President
 Date: 7-31-2018

Attest:

Federal Employer Tax ID No.
680412101

 Adrienne Richardson, City Clerk

Contractor's License No. 721114

Approved as to form:

 Thomas T. Watson, City Attorney

Exhibits:

- A. Exhibit A - Scope of Services
- B. Exhibit B - Contractor Proposal including rates

SPECIFICATIONS

For

JANITORIAL SERVICES AT VARIOUS CITY FACILITIES

CITY OF TRACY, A MUNICIPAL CORPORATION

OF SAN JOAQUIN COUNTY, CALIFORNIA

* * * * *

1. DESCRIPTION OF WORK:

The intent and purpose of these specifications are to provide for complete janitorial services for the various City Facilities as described in these Specifications in a neat and workmanlike manner.

2. MANDATORY PRE-BID CONFERENCE:

A mandatory pre-bid conference will be held Monday, June 11, 2018 at 10:00 a.m. The pre-bid conference will be held at the Tracy Public Works Department, 520 Tracy Blvd., Tracy, California 95376. Enter at Gate 3.

3. SCOPE OF SERVICES:

A. EQUIPMENT AND SUPPLIES: PROPOSER (vendor) shall provide and maintain all janitorial equipment required to perform janitorial services as well as all cleaning agents, chemicals, floor finishes, disinfectants, and plastic trash bags. **Note: all cleaning supplies must be “Green” environmentally preferred products approved the City.** Paper products and hand soaps will be furnished by the City of Tracy.

B. EMPLOYEES/STAFF OF CONTRACTOR: PROPOSER shall provide all names, addresses, social security numbers, and driver’s license numbers of employees prior to any such employees working within the City premises. Employees must be directly employed by the PROPOSER. No employees may be hired through a third party. No employee will be allowed to work under this Agreement until City of Tracy Police Department background checks and fingerprinting have been performed. Any change in personnel must be reported to the Public Works Superintendent in writing as soon as possible. Upon CITY’s request, PROPOSER’s employees must furnish documentation of paperwork authorizing employment in the State of California.

PROPOSER is responsible for the actions of its employees while such employees are on/in City premises. PROPOSER must comply with the statutory requirements relating to payroll records, including maintenance of the records, their certification, and their availability for inspection (Labor Code section 1776).

C. PROPER DRESS AND CONDUCT:

1. All employees of selected vendor must wear a standard uniform with selected vendor logo or emblem and full length pants approved by PROPOSER and City.
2. Employees may not wear any clothing that is suggestive or carries any message, slogan or phrases that may be perceived as offensive.

3. Under no circumstances is profanity permitted.
4. Smoking is not permitted while working.
5. Radios are not permitted during business hours.
6. Guests are not permitted on jobsite; children are not permitted on jobsite.
7. Every effort will be made to respect the privacy of the staff or citizens in the building.

D. SUPERVISOR:

PROPOSER'S supervisors shall be thoroughly familiar with all phases of the contract work and shall possess a minimum of two (2) years of supervisory experience managing janitorial crews and overseeing janitorial services. The CITY shall review each supervisor's qualifications and should a supervisor lack the necessary qualifications, the PROPOSER shall replace such supervisor with a more qualified person. Supervisors shall be well qualified to operate all equipment under their charge and be able to train the PROPOSER's employees in its operation. The City's Public Works Supervisor needs to be made aware, in writing, when any change occurs.

E. EMERGENCY SERVICES AND EXTRA WORK:

PROPOSER agrees to provide emergency janitorial services with a 24-hour per day emergency phone number and two hour physical response time. Emergency services will be billed as agreed upon. Rates must be listed with Proposal. PROPOSER also agrees to perform extra janitorial work as requested at a rate to be specified separate from the scheduled rates. Additional facilities or square footages added by the CITY, due to new construction or acquisition will be negotiated in accordance with the Agreement. No extra or additional work will be considered unless a separate estimate is given in writing and approved in writing by the City.

4. AWARD OF CONTRACT:

Proposals will be evaluated on "best value" based upon the evaluation criteria as stated:

- a. Conformance with terms of this RFP.
- b. Experience in performance of comparable engagements.
- c. Reference checks of comparable engagements.
- d. Demonstrated competence.
- e. Reasonableness of cost.

5. CLIENT REFERENCES:

Proposal must include a minimum of three (3) current references no more than two (2) years old for directly applicable services, preferably with a city or government agency. References must include the name of client/agency, contact information (address, phone number and e-mail), contact person who is directly responsible for overseeing the implementation for work, dates services were provided, and cost of services.

6. SPECIFICATIONS (JANITORIAL DUTIES):

The following janitorial duties shall be performed by the PROPOSER:

NIGHTLY GENERAL JANITORIAL SERVICES:

Nightly Services: Monday through Friday

1. Secure all locks each visit. Lock front and all exterior doors and stairwell doors. Set alarms where applicable.
2. Vacuum all carpets.
3. Sweep and mop all lobby and stairway tile work, including tile from front doors to sidewalks.
4. Dust mop all non-carpeted floors with dust mop. Damp-mop to remove spills and water stains treat as required.
5. Dust all cleared desks, office furniture and other horizontal services with treated dust cloths.
6. Empty all exterior ashtrays and urns, clean and sanitize as needed.
7. Empty all wastebaskets, trash containers, and containers for recyclables. Replace liners as needed, including for exterior trash containers.
8. Remove all trash and recycled paper containers from floors to the designated trash disposal areas. Boxes marked trash are to be thrown away and/or recycled.
9. Remove fingerprints, dirt smudges, graffiti, etc. from all doors, frames, glass partitions, all windows, light switches, elevator doorjambes, and elevated interiors.
10. Return chairs and wastebaskets to their proper positions.
11. Sweep, mop, and clean marks from walls and baseboards.
12. Clean, sanitize, and polish drinking fountains and sinks.
13. Dust and remove debris from all metal door thresholds.
14. Wipe clean smudged bright-work and glass cases.
15. Clean resilient, composition, tiled, and cement floors as required and per manufacturer's cleaning recommendations.
16. Steam clean carpeting **minimum once per year or as required to maintain a clean look.**
17. In computer rooms, anti-static sprays to be applied to carpeting upon request.
18. Council Chamber must be cleaned by 5:00 p.m.
19. Clean stairwells each night.
20. Keep all custodial closets in neat and clean order.
21. Remove and dispose of all litter around exterior of each facility.

Note: Recycled goods – paper – must be disposed of in the correct bins.

Weekly Services:

1. Dust all low reach areas, including chair rugs, structural and furniture ledges, baseboards, window sills, door louvers and other ventilation louvers, wood paneling, molding, etc.
2. Dust inside all door jams.
3. Wipe clean and polish all metal and bright work.
4. Edge vacuum all carpeted areas.
5. Dust and/or wash all directory boards and display glass.
6. Dust in place all picture frames, charts, graphs, and similar wall hangings.
7. Vacuum and dust vault area upon request.
8. Bi-Weekly buff all Terrazzo floors, using high speed buffer (with hardening agent).

Monthly Service:

1. Dust all high reach areas, including tops of door frames, structural and furniture edges, air conditioning diffusers, louvers, tops of partitions, picture frames, blinds, and other areas not reached in nightly or weekly services.

Quarterly Services:

1. Clean interior mats and pads.
2. Clean all vertical and horizontal blinds.

Semi-Annual Services:

1. Strip and wax all resilient, composition, tiled and/or cement floors as required.
2. Shampoo all carpeted areas.
3. Wash and clean all interior glass surfaces.

ALL RESTROOM SERVICES:**Nightly Services:**

1. Restock all restrooms with supplies from specified stock, including paper towels, toilet tissue, seat covers, and hand soap as necessary.
2. Restock all sanitary napkin and tampon dispensers from specified stock as needed.
3. Wash and polish all mirrors, dispensers, sinks, faucets, flushometers, and bright-work with non-abrasive disinfectant cleaners.
4. Wash and sanitize all toilets, toilet seats, urinals and sinks.
5. Remove stains, de-scale toilets, urinals, and sinks, as needed.
6. Mop all restroom floors with disinfectant germicidal solution.
7. Empty and sanitize all waste and sanitary napkin and tampon receptacles.
8. Remove restroom trash.
9. Clean fingerprints, marks and graffiti from walls, partitions, glass aluminum, and light switches.
10. Maintain floor traps free of odor.

Weekly Services:

1. Dust all low and high reach areas, including structural ledges, mirror tops, partition tops and edges, air conditioning diffusers, and return air grills.
2. In all restrooms, keep floor drains filled with water and/or deodorizer.

Monthly Service:

1. Wipe down all walls and metal partitions.
2. Clean all ventilation louvers, vents and light fixtures.
3. Clean all doors and door jams as needed to maintain clean condition.
4. Scrub and wash floors as needed to maintain clean condition.

ALL WINDOW WASHING:

The outer windows will be washed **two (2) times per year**. The inside windows will be washed once per year. All glass partitions inside the building will be spot cleaned as listed

above, but will be washed completely once per year (at the same time the inside windows are cleaned). Special care must be provided on the outside windowsill areas at City Hall.

ALL PASSENGER ELEVATORS CLEANING:

Nightly Services:

1. Polish rails on elevator walls.
2. Clean cab walls and interior doors.
3. Clean outside surfaces of all elevator doors and frames.
4. Vacuum and edge all cab floor carpeting thoroughly.
5. Vacuum all elevator thresholds.

Weekly Services:

1. Thoroughly clean entire interior stainless steel surfaces of all doors and frames, and outside surfaces of all doors and frames.
2. Thoroughly clean all thresholds.
3. Clean interior cab walls.
4. Wipe clean all elevator cab light diffusers.
5. Wipe clean entire cab ceiling.

ALL TRASH AND SERVICE ENTRANCE AREAS:

Nightly Services:

1. Place all miscellaneous trash and debris in the building trash receptacles, compactors, or balers.
2. Sweep entire area.

ALL SERVICE CORRIDORS & STAIRWELLS:

Nightly Services:

1. Remove trash from all above areas.
2. Maintain, in orderly manner, all janitorial supplies and paper products in the storage rooms and service sink closets.
3. Maintain an inventory control sheet of supplies.
4. Maintain an orderly arrangement of all equipment.

Weekly Services:

1. Damp-mop all composition floors in storerooms.
2. Clean and disinfect service sinks.
3. Sweep storeroom floors.
4. Sweep stairwells and dust accordingly.

SPECIAL NOTE ON CITY HALL CLEANING:

City Council Meetings are held on the 1st and 3rd Tuesdays of each month. On these evenings, the City Hall Lobby/Restroom Area will remain open until the close of the meeting. Various other night meetings are held in the Council Chambers on a regular basis (copy of schedule to be given to PROPOSER). The janitorial service is required prior to each meeting and the Lobby/Restroom area is to remain open during these meetings.

7.	<u>CITY FACILITIES</u>	<u>ADDRESS</u>	<u>SQUARE FEET</u>
	City Hall & Council Chambers	333 Civic Center Plaza	40,700
	Police Department	1000 Civic Center Drive	27,616
	Police Annex Facility	400 E. 10th Street	10,817
	Police Gun Range	7299 S. Tracy Blvd.	1000
	Community Center	900 East Street	9,030
	Lolly Hansen Senior Center	375 E. 9 th Street	5,224
	Support Services Building	325 Civic Center Plaza	9,116
	Fire Administration Building	835 Central Ave	9,646
	Tracy Animal Shelter (offices)	2375 Paradise Rd.	1,000
	Tracy Library	20 E. Eaton Ave	17,058
	Tracy Museum	1141 Adams Street	9,654
	Lammersville Schoolhouse	1753 Blanford Lane	1032
	Boyd Service Center Admin.	520 Tracy Blvd.	6,000
	Tracy Transit Annex	520 Tracy Blvd.	768
	Modular Trailer 1	520 Tracy Blvd.	2160
	Modular Trailer 2	520 Tracy Blvd.	1440
	BSC Shop Restrooms	520 Tracy Blvd.	1000
	Central Garage Office	520 Tracy Blvd.	180
	Joe Wilson Pool	900 W. Lowell Ave	2000
	Grand Theatre	715 Central Ave	39,000
	Old Jail House	25 W. 7 th Street	1,077
	Tracy Transit Station	50 E. Sixth St.	6000
	Sports Complex Meeting Room	955 Crossroads	1100

8. TERM OF AGREEMENT:

The term of the Agreement shall be for two years commencing on the first day of the month following Council approval. In the event that the City determines that the PROPOSER has satisfactorily performed all requirements in the agreement, and per recommendation from the Public Works Director to the City Manager, the City Manager may extend the Agreement for an additional four (4) years in any combination, not to exceed a total agreement length of six (6) years.

9. Unacceptable Agreement Clauses: The Proposer should specifically indicate in its proposal any clauses in the City's proposed Professional Services Agreement (PSA) (Exhibit "B") which are unacceptable to the Proposer. **Insurance is a non-negotiable item.**

11. SUBCONTRACTOR:

PROPOSER shall not use subcontractors without the prior written approval of the City of Tracy (example: Window Washers).

12. SUBCONTRACTOR'S INSURANCE:

PROPOSER shall include all subcontractors as insureds under its policies or furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

13. PROTECTION OF EXISTING IMPROVEMENTS:

The PROPOSER shall be responsible for the protection of public and private property from damages and shall exercise due caution to avoid damage to such property.

14. PUBLIC CONVENIENCE AND SAFETY:

The PROPOSER shall erect signs and barricades, advising of the work in progress, and shall channelize pedestrian traffic in the vicinity of the work area to insure the safe passage of the public. Use of these methods will in no way relieve the PROPOSER from his responsibility for the safe conduct pedestrian traffic through his work area.

15. COMPLIANCE WITH LAWS:

PROPOSER, his agents and employees, shall comply with all laws, ordinances, rules and regulations of the State, County, and the City of Tracy, and all governing bodies having jurisdiction applying to work done or to be done under these Specifications.

16. PERFORMANCE BOND:

Upon award of contract, PROPOSER shall have ten (10) days to provide the City with a performance bond or other security approved by the City, issued by a corporate surety, naming the City as obligee, in an amount equal to six months charges for janitorial services as submitted with the bid proposal. Said performance bond shall be included as part of the agreement with the City.

17. ANNUAL RATE INCREASES:

PROPOSER will be entitled to request an annual rate adjustment if the City exercises the option to extend the contract for additional year(s). The PROPOSER must submit a written request to the City by April 1st each year for an increase to take effect on July 1st of the next fiscal year of the Agreement. The award of said increase is to be approved by the City at its sole discretion. The base for computing the adjustment shall be the Consumer Price Index for Urban Wage Earners for the San Francisco-Oakland Bay Area published by the U.S. Department of Labor, Bureau of Labor Statistics (Index) which is published for the date nearest the date of the commencement of the term of this Agreement. In no event shall an increase of greater than three percent (3%) be allowed per option year.

18. PAYMENT TO PROPOSER:

PROPOSER shall submit invoices on a monthly basis. Payment for services rendered per the Specifications will be made within 30 days following the month during which services have been performed, provided that the specified reports and invoices have been submitted in a timely manner.

PROPOSER shall provide a list of duties completed and items not accomplished per contract. Also included shall be a list of work to be completed the next month. No

payment will be made without a completed work schedule for the month, deficiencies noted and corrected, and the work plan for the next month.

Failure to comply with the duties, as noted, may show due cause for refusal of contractual payment and/or cancellation of services offered. Monthly invoice will be corrected by PROPOSER and resubmitted for payment.

19. LIQUIDATED DAMAGES:

Failure of the PROPOSER to complete the work in accordance with specifications will result in damages being sustained by the City.

When a failure to meet the specifications of the contract is observed, the PROPOSER will be notified by the City. PROPOSER shall respond within five days with a written plan stating how compliance will be obtained. If the PROPOSER violates the same specification a second time, City shall have the right to withhold payment of \$100.00. If the PROPOSER violates the same specification a third time, the City shall have the right to withhold payment of \$500.00 for liquidated damages for each separate violation.

Execution of the Agreement shall constitute an agreement by the City and PROPOSER that the estimates for liquidated damages are reasonable. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the PROPOSER during or after the billing cycle in which such delay occurs.

21. LICENSE:

The PROPOSER and all subcontractors shall obtain a City of Tracy Business License prior to beginning any work and other applicable license to perform work.

22. PROPOSAL COMPLIANCE:

Failure on the part of the proposer to comply with all requirements and conditions of the invitations for proposal may subject their proposal to rejection. No exception or deviation from these specifications will be considered unless each exception or deviation is specifically stated by the bidder as an exception and/or deviation.

23. PROPOSAL SUBMITTAL DATE:

Sealed Proposals must be submitted in an envelope that clearly reads "**JANITORIAL BID ENCLOSED – DO NOT OPEN WITH GENERAL MAIL**" and are to be received by the Public Works Superintendent, City of Tracy, 520 Tracy Blvd., Tracy, California 95376 no later than **9:00 a.m. on Wednesday, June 21, 2018**. No bid proposals will be accepted after this time.

INTERPRETATIONS OF THE REQUEST FOR PROPOSALS. If the Proposer(s) is in doubt as to the meaning of any part of the RFP, or finds discrepancies in or omissions from the RFP, the Proposer(s) shall submit to the City an email request for an interpretation or clarification prior to 10:00 a.m. on June 13, 2018. All such requests should be emailed to Robert.gravelle@cityoftracy.org. The City shall not be responsible for any explanation or interpretations of the RFP other than by attending the mandatory pre-proposal meeting or by a written addendum posted to the City's website no later than 5:00 p.m. on June 17, 2018. No oral interpretations of any provision in the RFP will be given.

PROPOSAL

to the

CITY OF TRACY, A MUNICIPAL CORPORATION

OF SAN JOAQUIN COUNTY, CALIFORNIA

for

JANITORIAL SERVICES AT VARIOUS CITY FACILITIES

Name of Proposer:

Madill Enterprises Inc

Business Address:

DBA Advanced Property Services

3045 65th street #8, Sac CA 95820

Phone:

916-956-3431

The undersigned declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that Proposer has examined the Specifications, read the Notice Inviting Proposals and hereby proposes to do all the work in accordance with said Specifications for the unit prices set forth in the enclosed Schedule of Prices.

SCHEDULE OF PRICES

The contractor hereby proposes to furnish all necessary tools and equipment, materials, labor and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) in accordance with the Specifications set forth in the bid documents at the prices quoted below.

SCHEDULED MONTHLY SERVICES

FACILITY	ADDRESS	MONTHLY RATE	YEARLY RATE
City Hall & Council Chambers	333 Civic Center Plaza	\$4445.75	\$53349.00
Police Department	1000 Civic Center Drive	\$4060.00	\$48720.00
Police Annex Facility	400 E. 10 th Street	\$1139.00	\$13668.00
Community Center	900 East Street	\$979.80	\$11757.60
Lolly Hansen Senior Center	375 E. 9 th Street	\$1039.00	\$12468.00
Support Services Building	325 Civic Center Plaza	\$1087.00	\$13044.00
Fire Administration Building	835 Central Avenue	\$1092.00	\$13104.00
Tracy Animal Shelter (Offices)	2375 Paradise Road	\$660.00	\$7920.00
Tracy Library	20 E. Eaton Avenue	\$2030.50	\$24366.00
Tracy Museum	1141 Adam Street	\$608.00	\$7296.00
Lammersville Schoolhouse*	1753 Blanford Lane	\$155.00	\$1860.00
Boyd Service Center Admin.	520 Tracy Blvd.	\$766.50	\$9198.00
Tracy Transit Annex	520 Tracy Blvd.	\$175.50	\$2106.00
Modular Trailer 1	520 Tracy Blvd.	\$181.00	\$2172.00
Modular Trailer 2	520 Tracy Blvd.	\$200.00	\$2400.00
BSC Shop Restrooms	520 Tracy Blvd.	\$302.00	\$3624.00
Central Garage Office	520 Tracy Blvd.	\$123.75	\$1485.00
Joe Wilson Pool*	900 W. Lowell Avenue	\$553.00	\$6636.00
Grand Theatre*	715 Central Ave	\$4435.00	\$53220.00
Old Jail House	25 W. 7 th Street	\$151.50	\$1818.00
Tracy Transit Station	50 E. 6 th Street	\$2100.00	\$25200.00
Sports Complex Meeting Room	955 Crossroads	\$504.00	\$6048.00
Gun Range*	7299 S. Tracy Blvd.	\$334.00	\$4008.00
GRAND TOTAL		\$27,132.00	\$325,584.00

*Frequency and/or level of service may vary depending on monthly rental/usage. Monthly rental schedule will be provided at time of award. Monthly billing must reflect actual services provided.

EMERGENCY SERVICES/EXTRA WORK

FACILITY	HOURLY RATE
First Hour	\$38
Additional Hours	\$22

BIDDER'S QUALIFICATIONS

The following statements as to Experience and Financial qualifications of the Proposer must be submitted as part of this Proposal and the truthfulness and accuracy of the information is guaranteed by the Proposer.

PROPOSER'S EXPERIENCE

The Proposer's experience in work of a nature similar to that covered in the Proposal extends over a period of 25 years.

WORK REFERENCES

Please list three current work references:

Customer Name	<u>City Of Tracy</u>
Contact Name	<u>Bob Gravelle</u>
Address	<u>520 Tracy blvd</u>
City/State/Zip	<u>Tracy, CA 95376</u>
Phone	<u>209-831-6357</u>

Customer Name	<u>Stone Bros</u>
Contact Name	<u>Wade Sellers</u>
Address	<u>5250 Claremont Ave</u>
City/State/Zip	<u>Stockton, CA 95207</u>
Phone	<u>209-478-1791</u>

Customer Name	<u>Grupe Commercial</u>
Contact Name	<u>Debbie Agdeppa</u>
Address	<u>3255 W. March lane</u>
City/State/Zip	<u>Stockton, CA 95219</u>
Phone	<u>209-473-6208</u>

References email address:

Stone Bros.

Wade Sellers- Wade.sellers@stonebros.com

Grupe Commercial

Debbie Agdeppa- Dagdeppa@grupe.com

FINANCIAL REFERENCES

Reference is hereby made to the following bank or banks as to the financial responsibility of the Proposer:

NAME OF BANK (Street Address, City, State, Zip)

Wells fargo bank

1616 Al hambra blvd

Sacramento , CA 95815

SIGNATURE OF BIDDER

Proposer agrees to be bound by its proposal and, if awarded the work contemplated by this proposal, to enter into a contract with the City of Tracy pursuant to and in accordance with the Specifications set forth in the proposal documents.

Scott Madill

Name of Firm Representative



Signature of Firm Representative

President

Title

June 21st, 2018

Date of Proposal

THIS PROPOSAL MUST BE SIGNED BY THE PROPOSER

Proposal Name: City of Tracy Janitorial Services

RESOLUTION _____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MADILL ENTERPRISES, INC. DBA ADVANCED PROPERTY SERVICES, OF SACRAMENTO, CA, TO PROVIDE JANITORIAL SERVICES FOR VARIOUS CITY FACILITIES, AND AUTHORIZE THE CITY MANAGER TO AMEND THE AGREEMENT TO INCREASE COMPENSATION UP TO THE CONTINGENCY AMOUNT AND TO EXECUTE EXTENSIONS AND TO MAKE ANY MINOR AMENDMENTS TO THE AGREEMENT

WHEREAS, The City of Tracy has approximately 211,683 square feet of office and multi-use space that require janitorial services to properly maintain each facility, and

WHEREAS, These services include standard cleaning such as vacuuming, sweeping, mopping, sanitizing, and trash collection, with the use of "green" practices and supplies, and

WHEREAS, The facilities being serviced are as follows:

FACILITY	SQUARE FOOTAGE
City Hall & Council Chambers	40,700
Police Department	27,616
Police Annex Facility	10,817
Police Gun Range	1,000
Community Center	9,030
Lolly Hansen Senior Center	5,224
Support Services Building	11,116
Fire Administration Building	9,646
Tracy Animal Shelter (offices)	1,000
Tracy Library	17,058
Tracy Museum	9,654
Lammersville Schoolhouse	1,032
Boyd Service Center Admin.	6,000
Tracy Transit Annex	768
Modular Trailer 1	2,160
Modular Trailer 2	1,440
BSC Shop Restrooms	1,000
Central Garage Office	180
Joe Wilson Pool	2,000
Grand Theatre	39,000
Old Jail House	1,077
Tracy Transit Station	6,000
Sports Complex Meeting Room	1,100
John Jones Water Treatment Plant	2,509
<u>Wastewater Treatment Plant</u>	<u>4,556</u>

Total 211,683 sq. ft.

WHEREAS, Public Works requested proposals from janitorial service contractors and proposals were received from five contractors, and

WHEREAS, After completing the evaluation and interview process, Madill Enterprises, Inc., dba Advanced Property Services, was found to be the most qualified, and

WHEREAS, The agreement is for two years with the option to extend the agreement for up to an additional four years in any combination, not to exceed a total agreement length of six years, with approval by the City Manager upon recommendation of the Public Works Director, based on the performance of the contractor, and

WHEREAS, The annual cost for the services provided by the vendor will not exceed \$400,469 annually for the first two years and the agreement value is not to exceed \$477,817 annually thereafter, including any contingency amount for extra services, additional facilities, and requested annual increases as recommended by the Public Works Director;

NOW, THEREFORE, BE IT RESOLVED, The City Council approves a two-year professional services agreement with Madill Enterprises, Inc., dba Advanced Property Services, Sacramento, CA, to provide janitorial services for various City facilities, and authorizes the City Manager to amend the agreement to increase the compensation up to the contingency amount and to execute any extensions and to make any minor amendments to the agreement.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 21st day of August 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.F

REQUEST

AUTHORIZE THE PURCHASE OF ONE HYDRO-EXCAVATOR FROM MUNICIPAL MAINTENANCE EQUIPMENT, INC. IN THE AMOUNT OF \$74,946

EXECUTIVE SUMMARY

Staff requests to purchase additional equipment needed for the operation and maintenance of City infrastructure within the Wastewater Treatment Plant. As part of the FY 2017-19 operating budget, funds were appropriated to purchase this equipment for use by the Utilities Department.

DISCUSSION

The Public Works Department is responsible for managing most of the City’s vehicle and equipment fleet. There is the need for a new hydro-excavator to assist Utilities staff with the ongoing issue of grease buildup in the headworks at the Wastewater Treatment Plant. The Utilities Department received authorization through the FY 2017-19 budget augmentation process for the purchase of the equipment. The vendor being used for this purchase will reflect the Houston-Galveston Area Council (HGAC) contract pricing.

Below is a list of the equipment being purchased and the vendor that will be used.

Description	Vendor	Cost	Reason for Award of Purchase
Hydro-Excavator	Municipal Maintenance Equipment	\$74,946	HGAC Contract #SC01-15
TOTAL COST		\$74,946	

The Houston-Galveston Area Council (HGAC) is a regional council of governments operating under the laws of the State of Texas. The HGAC Board awards all contracts, which can then be made available to local governments nationwide through HGACBuy. The City is authorized to make purchases using the HGAC cooperative purchasing agreement per Tracy Municipal Code section 2.20.220.

STRATEGIC PLAN

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

FISCAL IMPACT

Funding was budgeted and is available in the FY 2017-19 Utilities Operating Budget (#52169304-5688-E4032) for the acquisition of this equipment.

RECOMMENDATION

That City Council, by resolution, authorize the purchase of the hydro-excavator from Municipal Maintenance Equipment in the amount of \$74,946.

Prepared by: Frank Desousa, Fleet Supervisor
Stephanie Reyna-Hiestand, Management Analyst II

Reviewed by: Don Scholl, Public Works Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

RESOLUTION _____

AUTHORIZING THE PURCHASE OF ONE HYDRO-EXCAVATOR FROM MUNICIPAL MAINTENANCE EQUIPMENT, INC. IN THE AMOUNT OF \$74,946

WHEREAS, As part of the equipment replacement program for the City of Tracy (City), there is a need for additional equipment for the operation and maintenance of City infrastructure, within the Wastewater Treatment Plant which is funded in the FY 2017-19 budget, and

WHEREAS, The vendor being used for this purchase reflects the Houston-Galveston Area Council (HGAC) contract pricing SC01-15, and

WHEREAS, The City is authorized to make purchases using cooperative purchasing agreements under Tracy Municipal Code Section 2.20.220;

NOW, THEREFORE, BE IT RESOLVED, That City Council authorizes the purchase of one hydro-excavator from Municipal Maintenance Equipment as set forth in the staff report accompanying this item.

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this 21th day of August 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.G

REQUEST

FIND THAT IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSALS PROCESS AND APPROVE A MAINTENANCE AGREEMENT WITH CALGON CARBON CORPORATION FOR REPLACEMENT OF WATER FILTER MEDIA FOR THREE FILTERS AT THE JOHN JONES WATER TREATMENT PLANT (CIP 75126)

EXECUTIVE SUMMARY

The John Jones Water Treatment Plant (JJWTP) had six media filters which were installed in 2007 during the expansion of the Plant. The lifespan of these filters varies between five to seven years and therefore needs replacement. Three media filters were purchased from Calgon Carbon Corporation and installed in 2017. This agenda item is recommending approval of a Maintenance Agreement for the installation and maintenance of the other three filter media from the same supplier.

DISCUSSION

The existing six media filters have been in service since 2007 and have reached their lifespan. Instead of replacing all filters at once, it was decided to replace these filters in two phases with replacement of three filters in each phase without interrupting operations of the treatment Plant. Three media filters (1, 2 & 3) were purchased from and installed by Calgon Carbon Corporation in 2017 after going through the normal request for proposal process.

Calgon Carbon is very familiar with the site and work area. The proposed project for three filter media (4, 5 & 6) replacement in 2018 have the same quantities and are identical to the project performed in 2017. Labor and materials costs have increased over the past year, however, Calgon Carbon Corporation has agreed to honor the same costs for replacement of media for the other three filters (4, 5 & 6). Therefore, it is in the best interest of the city to forego another formal request for proposal process. This will also expedite the project.

The anticipated cost for this project, if work is performed by Calgon Carbon Corporation is estimated as follows:

Proposal Base Amount (Bid)	\$ 362,037
Contingency (~15%)	\$ 54,300
Design Support testing and Inspection Services	\$ 60,000
Total Project Cost	\$ 476,337
Available Budget	\$ 500,000

It is anticipated that the filter replacement will commence by September, with completion expected by the end of 2018.

STRATEGIC PLAN

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

FISCAL IMPACT

This is a City Council approved Capital Improvement Project for Fiscal Year 2018-19; funds are currently available in CIP 75126. The available Capital Improvement Project budget for this project is \$500,000, using the Water Capital Fund (Fund: 513). There are sufficient funds at this time in Fund 513 to approve a maintenance agreement to replace water filter media for three filters at the John Jones Water Treatment Plant.

RECOMMENDATION

Staff recommends that City Council, by resolution, find it is in the best interest of the City to forego the formal request for proposal process and approve a Maintenance Agreement with Calgon Carbon Corporation in an amount not to exceed \$362,037 for replacement of Water Filter Media for three filters at the John Jones Water Treatment Plant, CIP 75126.

Prepared by: Ripon Bhatia, Senior Civil Engineer

Reviewed by: Kuldeep Sharma, Utilities Director
Karen Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENT

Attachment A – MSA

MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "City"), and Calgon Carbon Corporation, Moon Township, Pennsylvania, (hereinafter "Contractor") for work at the City's John Jones Water Treatment Plant.

RECITALS

1. On March 21, 2017, City Council by resolution (Resolution No. 2017-051) approved the maintenance agreement with the Contractor for filter media replacement project to replace three filter media at John Jones Water Treatment Plant.
2. In accordance with the applicable provisions of State law, including the Public Contract Code and labor Code, and local law, including the Tracy Municipal Code, the Contractor services were procured for filter media replacement project based on request for proposal process in 2017.
3. Since the scope of work performed on the filter media replacement project in 2017 is identical to the work required for this project, and the contractor has agreed to honor the same price for replacing these three filter media, It is in the best interest of the City, to forgo the formal request for proposal process in accordance with T.M.C Section 2.20.140 (b) (4).
4. After negotiations between CITY and CONTRACTOR, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement including addendum and attachments. On August 21, 2018, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2018-_____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform, or cause to be performed, the Work described in the Agreement Documents (hereinafter "Work"), to the satisfaction of the City Representative. Contractor shall perform additional work arising from changes ordered by the City in accordance with section 2.3 of this Agreement.
2. **AGREEMENT DOCUMENTS.**
 - 2.1. **List of Agreement Documents.** The Agreement Documents consist of this executed Agreement and Exhibits A - C.

- 2.2. **Agreement Modifications.** The Agreement Documents may not be modified orally or in any manner other than an agreement in writing signed by both parties.
- 2.3. **Precedence of Agreement Documents.**
 - 2.3.1. In the event of a conflict between component parts of the Agreement Documents, the document highest in precedence shall control. The precedence shall be:
 - 2.3.1.1. Agreement.
 - 2.3.1.2. All Agreement Documents and Exhibits A-C.
- 2.4. **ENTIRE AGREEMENT.** The Agreement Documents comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. All prior negotiations or stipulations regarding this matter which preceded or accompanied the executing of these Agreement Documents are conclusively deemed to be superseded by these Agreement Documents. The Agreement Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Agreement Documents are not attached to this Agreement, they shall be deemed incorporated herein by reference.
3. **AGREEMENT AMOUNT.** City shall pay to Contractor, for the performance of the Work, the Agreement Amount pursuant to Exhibit C, subject to adjustment for unit price items, and as modified pursuant to the terms of the Agreement Documents. The Contractor's compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials, equipment, tools, transportation, and services necessary (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits) to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Agreement Documents). The Agreement Amount \$362,037, Actual Payment to Contractor will be based upon the percentage of total work completed on time and material basis or as listed in the proposal. The final payment will be made after completion of the work.
4. **AGREEMENT TIME.** Time of completion of the work will be 45 calendar days from the date of the City's issuance of a Notice to Proceed, unless otherwise agreed to by the City in writing.
5. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent foreman or superintendent (hereinafter "Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor shall, at all times, keep the City Representative informed in writing of the name and telephone number of the Contractor Representative. The

Contractor shall, at all times, keep the City Representative informed in writing of the names and telephone numbers of all subcontractors performing the Work.

6. **INSURANCE.** Concurrently with the execution of this Agreement by the Contractor, and prior to the commencement of any Work, the Contractor shall furnish evidence to the City that all of the following insurance requirements have been satisfied.
 - 6.1. **General** The Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - 6.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$1,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 6.3. **Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 6.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
 - 6.5. **Endorsements.** Contractor shall obtain endorsements to the commercial general liability, automobile liability, and workers' compensation policies in a form satisfactory to the City which is substantially the same as the forms set forth in the Exhibits.
 - 6.6. **Authorized Insurers.** All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
 - 6.7. **Insurance Certificate.** Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City which is substantially the same as the form set forth in the Exhibits.
 - 6.8. **Contractor's Obligation.** Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.
7. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Contractor shall obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Contractor shall obtain a City of Tracy Business License. The Contractor shall comply with all applicable legal requirements including all local, state, and federal laws, including City Regulations, whether or not said laws are expressly stated in this Agreement.
8. **ACCESS TO THE SITE.** In order to permit the City to inspect the Work, the Contractor shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
9. **AUDIT BY THE CITY.** The City, and entities and agencies designated by the

City, shall have access to and the right to audit all of Contractor's books, records, agreements, change orders, correspondence, instructions, drawings, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the Work. Contractor shall preserve all such records for a period of at least three years after final completion and shall provide copies of same at City's request.

10. DEFAULT.

- 10.1. The Contractor shall be in default of this Agreement if the City Representative determines that any one of the following conditions exist:
- 10.1.1. Contractor is insolvent, files for bankruptcy, makes a general assignment for the benefit of its creditors, or fails to pay its debts as they become due.
 - 10.1.2. The Contractor fails to perform any portion of the Work within the timing requirements of the Agreement Documents.
 - 10.1.3. The Contractor abandons the Project site.
 - 10.1.4. The Contractor fails to perform one or more requirements of this Agreement.
 - 10.1.5. The Contractor fails to replace or repair any damage caused by Contractor or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
 - 10.1.6. The Contractor violates any legal requirement related to the Work.
- 10.2. In the event that the Contractor fails to promptly commence, diligently and continuously prosecute, and cure the default within ten days, or provide adequate written assurance to the satisfaction of the City Representative that the cure will be promptly commenced and diligently prosecuted to its completion, the City may, in the discretion of the City Representative, take any or all of the following actions:
- 10.2.1. Issue a Notice of Suspension of Work, by which the Contractor shall suspend all Work except for those portions of the Work authorized by the Notice, and for which the Contractor shall not be entitled to any adjustment of the Agreement Amount or Agreement Time.
 - 10.2.2. Cure the default and charge the Contractor for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default, which charge may be deducted by the City from amounts otherwise payable to the Contractor.
 - 10.2.3. Demand the Contractor to complete performance of the Work.
 - 10.2.4. Remove the Contractor from the site and demand the Contractor's surety (if any) to complete performance of the Work.
 - 10.2.5. Terminate the Agreement and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the sub agreements; and then complete the Work by any method the City may deem expedient. If requested by the City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site

within seven (7) days of such request; and if Contractor fails to do so, the City may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.

- 11.3 In the event that the Agreement is terminated by the City in accordance with this section:
- 11.3.1. Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by the City.
12. **ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Council, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Representative has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Work as complete.
13. **WARRANTY OF QUALITY OF WORK.** Contractor warrants to the City that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Agreement Documents. If required by the City Representative, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
14. **WARRANTY PERIOD.** The Contractor shall warrant the quality of the Work, in accordance with the terms of the Agreement Documents, 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 Representative to be defective as a result of an obligation of the Contractor under this Agreement, the Contractor shall be in default.
15. **INDEPENDENT CONTRACTOR STATUS.** Contractor is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Contractor.
16. **CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any agreement (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.
17. **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.

18. **INDEMNIFICATION.** Contractor shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses) resulting from or arising out of the performance of the Work by Contractor (including Contractor's agents, representatives, contractors, subcontractors, and employees), except only for those claims arising from the established willful misconduct or active negligence of the City. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: agreement claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Agreement Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters.
19. **ASSIGNMENT AND DELEGATION.**
- a. **Assignment of This Agreement.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Contractor'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. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- b. **Assignment pursuant to Government Code.** Pursuant to Government Code Section 4552, the Contractor shall assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works agreement or the sub agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Agreement are free and clear of all liens and encumbrances.
20. **NOTICES.**
All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:
Kuldeep Sharma
Utilities Department Director
3900 Holly Drive
Tracy, CA 95304

TO CONTRACTOR:
Calgon Carbon, Corporation
3000 GSK Drive
Moon Township, PA 15108

COPIES OF ALL NOTICES ARE TO BE SENT TO:

Thomas T. Watson
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

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

21. **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.
22. **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.
23. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
24. **LABOR REQUIREMENTS:**
 - **Prevailing Wage.** The Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the Work, including but not limited to California Labor Code Section 1771. The California general prevailing wage rates determined by the Director of Industrial Relations are made a part of this Agreement. Nothing in the specification documents shall be interpreted in a manner conflicting with these rates. Apprentices. Labor Code Sections 1777.5, 1777.6 and 1777.7 govern the employment of apprentices by Contractor or any Subcontractor. Contractor and any of his Subcontractors shall comply with these Labor Code requirements. Contractor shall have full responsibility for compliance regardless of any other contractual or employment relations alleged to exist. See General Provisions Section 9.05 (f), "Apprentice Program".
 - **Wage Information.** A copy of the general prevailing rates of per diem wager

for each craft, classification or type of worker needed to perform the Agreement, as determined by the Director of the State Department of Industrial Relations, are available at the office of the City's Director of Utilities, located at Tracy City Hall, 3900 Holly Drive. These will be made available to any interested party upon request.

- Hours of Labor. The Contractor shall forfeit, as a penalty, to the City \$50 for each worker employed in the execution of the Agreement by him or by any Subcontractor for each calendar day during which any worker is required or permitted to labor more than 8 hours, in violation of Labor Code sections 1810- 1815. See General Provisions Section 9.05 (c), "Hours of Labor".
- Nondiscrimination. Contractor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability.

25. **TIME OF COMPLETION:**

All work will be completed by the Contractor within 90 calendar days from start of work. City will consider extension of the completion date if any unforeseen conditions exist or additional work is needed beyond the scope of work defined in this Agreement. The City shall authorize Contractor to start work by issuing a Notice to Proceed.

26. **PROGRESS PAYMENTS:**

The Contractor shall submit progress payment request to the City every two weeks. The City will review the payment request and evaluate with the percentage of work completed and approve the payment for that portion of work. City will make payment to the Contractor within fifteen days of the receipt of the payment request from the Contractor. Ten percent of the progress payment will be retained by the City and paid to the Contractor after completion of the work. The Contractor may choose to take one final payment after completion of the work.

27. **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 Contractor 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

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Thomas T. Watson, City Attorney

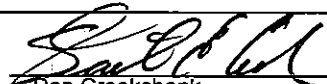
Contractor

By: 
Nbra Stockhausen

Title: V.P. Municipal Sales

Date: July 12, 2018

Federal Employer Tax ID No. 25-0530110

By: 
Dan Crookshank

Title: Treasurer

Date: July 12, 2018

Exhibits:

- A. Scope of Services
- B. Addendums 1-3
- C. Contractor's Cost Proposal

EXHIBIT A – SCOPE OF WORK

MAINTENANCE AGREEMENT FOR REPLACEMENT OF WATER MEDIA FILTERS AT JOHN JONES WATER TREATMENT PLANT

CIP NO. 75126

The Scope of Work:

The scope of work generally includes replacement of three existing Granular Activated Carbon (GAC) filter media including installation of sand at the City's John Jones Water Treatment Plant in Tracy CA (Project Site). The Contractor shall perform all work in accordance with the following the following requirements.

I. SUMMARY

A. Section Includes:

1. CONTRACTOR shall provide, transport, deliver and install filter sand and Granular Activated Carbon (GAC) filter media in the existing Filters Numbers 4, 5 and 6 as specified in the agreement. OWNER shall designate staging delivery location within the Project Site prior to installation, if needed.
2. Use of the term "CONTRACTOR" means supplier of GAC filter media.
3. The removal of the existing filters and sand will be completed by others.

B. Related Sections:

1. Section 01140 - Work Restrictions.
2. Section 01330 - Submittal Procedures.
3. Section 13224 - Filter Underdrain System.

C. Filter Media Quantity:

1. Filter Dimensions:
 - a. Existing Filters No. 4, 5 and 6: Approximately 640 square feet (each filter)
2. CONTRACTOR shall provide sufficient media such that after removing fines, the final depth of the media is 48 inches of filter GAC over 12- inches of filter sand.

II. REFERENCES

A. American Water Works Association (AWWA):

1. AWWA 8100 Filtering Material, including any addenda.
2. AWWA 8604 Granular Activated Carbon, including any addenda.
3. AWWA C 653 Disinfection of Water Treatment Plants.

B. NSF International:

1. Standard 61 - Drinking Water System Components - Health Effects.

C. American Society for Testing and Materials (ASTM):

1. ASTM E 11 Specification for Wire Cloth and Sieves for Testing Purposes.
2. ASTM D 3174 Test Method for Ash in the Analysis Sample of Coal and Coke from Coal.

D. Food Chemical Code: Third Edition.

III. SUBMITTALS

- A. Submit in accordance with the listed requirements.
- B. Submit qualifications of the independent testing laboratory for approval.
- C. Media Contractor's testing submittal: Submit for the ENGINEER's review and acceptance, certified laboratory test results from media that is typical of the filter sand and GAC that is specified herein.
- D. Submit test results, mixing plan (unless waived) and sample of filter sand and GAC from actual lots of material to be supplied to the OWNER for approval by ENGINEER.
 - 1. Test results and sample shall be submitted to the ENGINEER not less than 14 days prior to shipment of the media from the point of manufacture.
 - 2. Submit additional samples and test results as required by the ENGINEER.
 - 3. Quantity of samples:
 - GAC Sample: 1/2 cubic foot sealed in a properly labeled container.
 - Filter Sand Sample: 1/2 gallon sealed in a properly labeled container.
- E. Submit test results and sample from in-situ testing for approval by ENGINEER.
 - 1. Sample submitted to ENGINEER shall be in addition to that sent to laboratory by CONTRACTOR.
 - 2. Quantity supplied to ENGINEER shall be sufficient to perform required testing.
- F. Certificates: Submit proper documentation showing NSF-61 certification of all filter media to be supplied.
- G. Submit documentation demonstrating 5 years' experience supplying specified GAC media. Provide list of installations.
- H. Submit media installation instructions from the media Contractor including approved mixing plan (unless waived), washing requirements and procedures.
- I. Submit media head loss curves.
- J. Submit media disposal site for approval by OWNER.

IV. **QUALITY ASSURANCE AND TESTING**

- A. General:
 - 1. All testing of filter media shall be performed by an OWNER-approved independent testing laboratory employed and paid by the Contractor.
 - 2. All sampling and testing shall be performed in accordance with the requirements of AWWA 8100 and AWWA 8604 except as modified and supplemented herein. Approved samples shall meet the requirements of AWWA 8100, including all addenda, and AWWA 8604, including all addenda.
 - 3. Conduct all specified testing and furnish all material, instrumentation, and personnel for conducting tests as specified herein. All costs of such testing shall be borne by the Contractor. The costs of all work and materials to correct deficiencies revealed during testing, and the costs of retesting, shall be borne by the Contractor. Give the ENGINEER sufficient advance notice of the testing to enable the ENGINEER to witness the tests.
 - 4. CONTRACTOR shall not place filter media in the filter basin before the ENGINEER has reviewed the media's test results and completed a visual inspection of the media. Any media placed in the filter without

the ENGINEER's acceptance shall be subject to rejection and replacement by the CONTRACTOR at no cost to the OWNER.

5. Particle Size Distribution Analysis:
 - a. The particle size distribution shall be determined by screening through standard sieves, Tyler square root of 2 series or equivalent U.S. series. The percent sizes shall be determined from a plot, on semilog or probability paper, of the percentages of the material passing each sieve against the rated opening of the sieve or the equivalent diameter of the grains. Sieve dimensions shall conform to ASTM E11 and Table 1 of the Appendix to AWWA B100.
 - b. The percent size shall be defined as the size of the theoretical opening of a sieve through which that percentage of the media, by weight, will pass. For example, if the size distribution of the GAC particles is such that 10 percent of the sample is finer than 1.00 millimeters, the GAC shall be said to have a 10 percent size of 1.00 millimeters.
 - c. The uniformity coefficient is the ratio of the 60 percent size to the 10 percent size of the filter media.
- B. Testing at the Point of Manufacture:
 1. Media Contractor's Testing: Furnish for the ENGINEER's review and acceptance, certified laboratory test results from media that is typical of the filter sand and GAC that is specified herein. These tests shall show the analysis of all specified chemical characteristics, physical characteristics, gradation, and size, including shape and particle size distribution. The filter media shall not be shipped before the ENGINEER has reviewed and accepted the manufacturer's test report of the media to be shipped.
 2. CONTRACTOR shall sample and test filter sand and GAC from actual lots of material to be supplied to the OWNER before shipment.
 - a. Certified laboratory performing analyses shall be selected by the OWNER.
 - b. Test results from laboratory shall be submitted and approved before media shipment from the point of manufacture. After approval, all shipments shall meet the specifications.
 - c. The certified test results shall cover all specified chemical characteristics, physical characteristics, gradation, and size, including shape and particle size distribution. All tests shall be made in accordance with Test Procedures as described in both AWWA B100 and AWWA 8604.
 3. After manufacturing and loading the filter sand and GAC into shipping containers, CONTRACTOR shall clearly number containers (using painted stencil numbers) on the exterior of each shipping container. CONTRACTOR shall also sample and test filter sand and GAC from each media container for physical characteristics, gradation, size and distribution.
 4. Filter GAC Mixing Plan: Based upon filter GAC testing information, CONTRACTOR shall develop and provide a mixing plan designating the number of the container and the order in which the container should be used to fill each filter box in order to obtain a media size distribution that conforms to this specification. Testing data and calculations used to develop the mixing plan shall be provided to the ENGINEER before shipping the media. In lieu of this mixing plan requirement, CONTRACTOR may submit a quality control plan and supporting test

data from large lots of GAG of similar size and source materials, which has been manufactured at the same location as the filter GAG to be provided for this project. This information shall show that the media produced at this facility is uniform, in gradation, size and distribution, between all samples taken. If this information is approved by ENGINEER, the sampling and testing at the Point of Manufacturer associated with this mixing plan requirement may be waived.

C. In-Situ Testing:

1. Field Testing of Filter GAC and Sand:
 - a. CONTRACTOR shall core-sample media after the filter sand has been installed, backwashed and skimmed in the filter as specified herein. Sample shall be submitted to certified laboratory selected by OWNER and sieve analyzed for compliance with the specifications. Filter sand media with a particle size distribution not meeting the specified size and quality values will be subject to rejection.
 - b. Three filter sand samples, located at the ENGINEERS discretion, shall be taken from each filter half of the new and existing filters.
2. Field Testing of Filter GAG:
 - c. CONTRACTOR shall core-sample media after the filter GAG is installed in the filter and backwashed as specified herein. Sample shall be submitted to certified laboratory selected by OWNER and sieve analyzed for compliance with the specifications. Filter GAG media with a particle size distribution not meeting the specified size and quality values will be subject to rejection.
 - d. Three filter GAC samples, located at the ENGINEERS discretion, shall be taken from each filter half of the new and existing filters.

V. **PRODUCT DELIVERY AND STORAGE**

- A. Packaging:
 1. Filter sand shall be packaged in 1 – ½ ton ultraviolet-resistant polyethylene bags (super sacks with bottom pour spout) on pallets. Each bag of material shall be clearly marked with the following information: Effective size, uniformity coefficient, source, date of bagging, and the lot or stockpile identification.
 2. Filter GAC shall be packaged in ½ ton ultraviolet-resistant polyethylene bags (super sacks with bottom pour spout) on pallets. Each bag of material shall be clearly marked with the following information: Effective size, uniformity coefficient, source, date of bagging, and the lot or stockpile identification.
- B. Place or store all filter media only in designated staging areas within the site and approved by the ENGINEER. Polyethylene bags shall be placed on pallets supplied by the media CONTRACTOR.
- C. All filter media at the jobsite shall be stored off the ground, protected from weather, and covered with a suitable membrane by the CONTRACTOR to prevent contamination of the media from windblown debris and soil. All filter media is subject to gradation and retesting at the ENGINEER's direction if visual evidence of contamination is observed or suspected.
- D. Placement of filter media in the filters shall comply in all respects with AWWA B100 and AWWA B 604, except as modified or supplemented herein.

PART 2 PRODUCTS

I. FILTER SAND

A. Quality:

1. The filter sand shall be silica sand composed of hard, durable, uncoated grains.
2. The acid solubility of the filter sand shall not exceed 2.5 per cent.
3. The specific gravity of the filter sand shall not be less than 2.5.

B. Size:

1. The silica sand shall meet the following requirements:
 - a. Effective (10 percent) size (mm): 0.50 to 0.60
 - b. Uniformity Coefficient: Less than 1.4 before and after skimming
2. The installed filter sand shall be in compliance with the specifications when, after hydraulic classification in place by backwashing and removal of the finer material by skimming, the media is at a depth indicated on the Contract Drawings.

C. Depth: 12 inches.

II. FILTER GRANULAR ACTIVATED CARBON (GAC)

A. Quality:

1. Maximum Total Ash: 8 percent.
2. Filter GAC shall conform to AWWA 8604 in addition to the modifications listed herein. GAC shall also conform to Food Chemical Codex when tested under the conditions outlined in the Food Chemical Codex, latest Edition.
3. Controlled activation shall produce a material having a high internal surface area with optimum pore size for the effective adsorption of a broad range of high and low molecular weight organic material. Carbon shall have a minimum iodine number of 900 milligrams/gram.
4. Carbon shall be based on bituminous coal. Carbons based on wood, lignite, subbituminous, peat, or coconut shall not be permitted. GAC shall be virgin or unused GAC.
5. Carbon shall be composed of hard, durable grains with an abrasion resistance of no less than 75 by the RO-tap method.
6. The maximum moisture content of the as-packed GAC shall be 2 percent.
7. Carbon shall be thoroughly washed, screened, and free of clay, loam, dust, dirt, organic matter, and other foreign material.
8. Manufacturing process shall include re-agglomeration. Carbon shall be manufactured in the United States by a Contractor with a minimum of 5 years' experience. Product shall have 5 years history in water treatment
9. Extruded or pelletized carbon shall not be accepted.

B. Size:

1. Filter GAC shall meet the following requirements:
 - a. Effective (10 percent) size (mm): 1.3 to 1.5.
 - b. Uniformity Coefficient: Less than 1.4.
 - c. Larger than No. 8: No more than 5 percent.
 - d. Smaller than No. 20: No more than 4 percent.
2. The particle size distribution shall be determined as indicated in 1.04.A.5.a of this Specification Section.

3. The installed filter GAC shall be in compliance with the Specifications when, after hydraulic classification in place by backwashing, the media meets the physical, gradation, and size characteristics specified herein.
- C. Depth: 48 inches.

III. ACCEPTABLE CONTRACTORS

A. Filter Sand:

1. Unifilt Corporation
PO Box 88 Fombell, PA 16123
800-223-2882
2. Northern Gravel Company
PO Box 307, Muscatine, IA 52761
800-962-7190
3. Approved Equal

B. Filter GAC:

1. NORIT Americas Inc.
5775 Peachtree Dunwoody Rd, Building C Suite 250,
Atlanta, GA 30342
(800) 641-9245
2. Calgon Carbon Corporation
P.O. Box 717,
Pittsburgh, PA 15230-0717
(800) 422-7266
3. No substitution allowed.

PART 3 EXECUTION (BY CONTRACTOR)

I. EXISTING UNDERDRAIN DEMOLITION

– NOT PART OF THIS AGREEMENT – TO BE COMPLETED BY OTHERS

II. CLEANING OF FILTERS

A. Cleaning:

1. All filter basins must be cleaned immediately prior to installing new underdrains and filter media
2. Thoroughly wash down all parts of the filter unit with clean water. CONTRACTOR shall scrub the walls of the filter to remove any dirt, dust, slime, organic matter, etc. to provide clean concrete

III. NEW UNDERDRAIN INSTALLATION

– NOT PART OF THIS AGREEMENT –

IV. MEDIA SYSTEM PLACEMENT

A. General

1. The CONTRACTOR of the filter media shall supervise the media installation by the CONTRACTOR in the filter
2. Placement of GAC filter media in the filters shall comply in all respects with AWWA B100 and AWWA B 604, except as modified or supplemented herein

3. CONTRACTOR shall maintain the cleanliness of the filters throughout the media placement operation.
 4. CONTRACTOR shall disinfect filter area after installing filter sand and before installing filter GAC as specified in this Section.
 5. CONTRACTOR shall be careful in placing the media to avoid damaging the filter underdrain system.
 6. Prevent contamination during transporting and placing the filter media. Any filter media which has become contaminated, either before or after placement in the filters, shall be removed and replaced with new or washed and cleaned material in a manner approved by the ENGINEER.
 7. Before filter sand or GAC is placed, the finished depth of each media shall be marked by a level line on the inside of the filter basin. The filter sand layer shall be completed before the filter GAC layer is started. Filter media shall be placed in 12-inch increments and made level over the entire filter bed area.
 8. Do not damage any equipment or piping in the filter units.
 9. Workers shall not stand or walk directly on the filter materials. The workers shall walk on plywood mats that will sustain their weight without displacing the material (minimum dimensions 2 feet by 2 feet by 1/2 inch thickness).
 10. The filter may be flooded with water to use as a leveling gauge for each layer of material.
 11. Filter Media Washing:
 - a. Plant staff shall operate all filter backwash controls when washing the new filter media installed in the filter basin.
 - b. CONTRACTOR is responsible for coordinating the scheduling of filter media washing through the ENGINEER with plant operations. Plant operations shall govern scheduling the use of the backwash system. CONTRACTOR is responsible for this coordination to avoid delays to the schedule.
 - c. Filter media washing will be allowed as determined by the ENGINEER so as not to interrupt operation of the plant. At no time shall the plant's Backwash Equalization Basins overflow from the media washing operations. Filter media washing shall be terminated before reaching a liquid level that would affect plant operations regardless of the status of the media washing operation.
 - d. Ensure that water from the media washing operation is directed to the Backwash Equalization Basins.
 12. Ensure separation of the media washing residuals from the backwash water sufficient for returning the water to the treatment plant. Remove and dispose of the residuals from the media washing operation.
 13. Method of placement of the media shall be submitted to the ENGINEER for approval.
- B. Filter Sand:
1. Before placing the sand, ensure all plywood panels or other materials used by others to walk on the media support system or on the filter media. Fill the filters to a water depth 12 to 15 inches above the surface of the filter media support system. The sand shall then be placed into the water in a uniform manner over the entire surface area of the filter. This may require hand placement of the initial layer of filter sand.

- a. Transport and place the sand carefully to prevent contamination of any sort, and replace sand made dirty before or after placing with clean sand.
 - b. Any evidence witnessed during sand placement that the underdrain has been displaced or damaged shall require the sand to be removed and the underdrain replaced in accordance with the underdrain manufacturer's specific instructions for repairing damage.
2. The final depth of filter sand shall be as specified in this Section.
 3. After placing the filter sand, backwash the filter at an initial rate of not more than 2 gallons per minute/square foot of filter area (approximately 3 inches per minute rate of rise) and increase the rate gradually over a period of 5 minutes to a maximum rate determined by the ENGINEER. Maintain this maximum rate for no less than 5 minutes. Close the filter backwash butterfly valve slowly so as to allow for hydraulic media segregation.
 4. Scrape the fine-grained materials from the top surface to remove all material passing a No. 50 sieve (0.295 mm). Dispose of the sand particles removed by scraping.
 5. After the scraping operation is finished, add additional filter sand as necessary to bring the top surface to the finished elevation.
 6. Repeat steps 3 through 5 as necessary until a minimum of 1/2 inch of sand has been scraped and removed, and the filter sand is within the size limits specified, as determined by the testing specified herein, and no further discoloration of the backwash water occurs when backwashing the filter.
 7. The installed sand must pass the specified gradation test before the filter GAC layer is installed. The media is considered to have passed these tests upon the ENGINEER's acceptance of the test results.
- C. Disinfection:
1. After the filter sand layer has been brought to the specified gradation and thickness, disinfect each filter as follows:
 - a. Inject sufficient chlorine into the backwash water to produce a solution having a chlorine concentration of at least 25 mg/L throughout the filter. Introduce sufficient backwash water so that all surfaces up to the maximum operating level of the filter will be in contact with the chlorinated water. Hold the chlorine concentration to at least 25 mg/L for a minimum of 12 hours.
 - b. As an alternative disinfection method, spray all surfaces of the filter box up to the maximum operating level with a solution containing 200 mg/L chlorine. The solution shall remain in contact with the surfaces for a minimum of 30 minutes. Disinfect the remaining portion of the filter with a 25 mg/L chlorine solution for a minimum of 12 hours.
 - c. Prior to placing the filter GAC, remove chlorine by thoroughly washing.
 - d. Provide all chlorine required for disinfection.
 - e. Chlorinated water from disinfection operations shall be directed to the Backwash Equalization Basins as coordinated with the ENGINEER.
- D. Filter GAC:
1. Filter GAC media shall not be placed until the filter sand has been skimmed and the final test results accepted by ENGINEER.
 2. Before placing the filter GAC, remove all plywood panels used by the workmen to walk on the sand filter media. GAC shall be placed in a manner so as not to disturb the top layer of filter sand.

3. Placement of GAC and backwashing shall be as specified in AWWA D 604. The finished depth for GAC at the end of the backwash operations shall be as specified in this Section.
4. Conveying of the new filter media hydraulically or by compressed air through ducts, pipes or hose is not permitted. CONTRACTOR shall transport media containers from the storage location and place the GAC from the media containers carefully to prevent contamination of any sort, and replace GAC made dirty before or after placement with clean GAC.
5. Fill the filter to a water depth 18 inches above the surface of the filter sand. The GAC shall then be placed according to the mixing plan (unless waived) into the water in a uniform manner over the entire surface area of the filter. This may require hand placement of the initial layer of filter GAC. Avoid placing new media on top GAC media.
6. After placing the filter GAC, GAC shall be soaked a minimum of 24 hours prior to backwashing.
7. After placing and soaking the GAC, backwash the filter at an initial rate of not more than 2 gallons per minute/square foot of filter area (approximately 3 inches per minute rate of rise) and increase the rate gradually over a period of 5 minutes to a maximum rate determined by the ENGINEER. Maintain this maximum rate for no less than 5 minutes and until the waste washwater becomes clear. Close the filter backwash rate valve slowly so as to allow for hydraulic media segregation. At all times, the CONTRACTOR shall utilize plant operators, in coordination with the ENGINEER, to operate all filter controls.
8. Coordinate initial backwash of GAC filter with ENGINEER to confirm that GAC fines have been sufficiently washed out of the filter.
9. The installed filter GAC must pass the specified gradation test before final acceptance. The media is considered to have passed these tests upon the ENGINEER's acceptance of the test results.
10. After filter GAC is installed, if during initial operation it is determined that the filter GAC is supporting the growth of pathogenic organisms, the OWNER will disinfect the GAC using high pH solutions followed by backwashing until the growth of pathogens is controlled.

V. CLEANING BY CONTRACTOR

- A. Backwashing: At all times, utilize plant operators, in coordination with the ENGINEER, to operate all filter controls.
- B. Filter Structure Cleaning: Once all filter testing and skimming operations are completed, remove all debris and media from all backwash drain conduits, troughs, pipelines, and structures.

ADDENDUM NO. 1

Date: February 8, 2017

Proposers of: REPLACEMENT OF WATER MEDIA FILTERS AT JOHN JONES WATER TREATMENT PLANT

All prospective proposers are hereby notified that modification and/or changes are to be made to the specifications, plans and proposal agreements documents for this project, as entitled above.

The following items indicate additions and/or deletions to the above referenced project's documents, and are hereby made a part thereof and are subject to all applicable requirements there under as if originally shown and/or specified. This addendum modifies the Proposal Documents and is hereby made part of the Agreement Documents for this project to the extent as though it were originally included therein.

This addendum shall be acknowledged by signing the last page of this addendum and must be submitted with the proposal. Any proposal not in compliance with this requirement may be rejected.

The documents of this project are hereby changed as follows:

Item No. 1:

On page 8 para II.B.2,

Replace the existing paragraph with the following paragraph:

The particle size distribution shall be determined as indicated in II.D of this Request for Maintenance Agreement that provides definition for particle size distribution

Item No. 2:

Replace the existing agreement with the attached Revised Agreement that includes Section 7.9 and 7.10 of the Insurance Requirements.

All other items remain unchanged.

K Sharma

Kuldeep Sharma
Utilities Director

Addendum No. 1 is hereby acknowledged by proposer's signature.

Calgon Carbon Corporation
Name of Company

2/14/17
Date

V.P. Municipal
Authorized Signature

V.P. Municipal
Title

END OF ADDENDUM NO. 1

ADDENDUM NO. 2

Date: February 13, 2017

Proposers of: REPLACEMENT OF WATER MEDIA FILTERS AT JOHN JONES WATER TREATMENT PLANT

All prospective proposers are hereby notified that modification and/or changes are to be made to the specifications, plans and proposal agreements documents for this project, as entitled above.

The following items indicate additions and/or deletions to the above referenced project's documents, and are hereby made a part thereof and are subject to all applicable requirements there under as if originally shown and/or specified. This addendum modifies the Proposal Documents and is hereby made part of the Agreement Documents for this project to the extent as though it were originally included therein.

This addendum shall be acknowledged by signing the last page of this addendum and must be submitted with the proposal. Any proposal not in compliance with this requirement may be rejected.

The documents of this project are hereby changed as follows:

Item No. 1:

On Page 17, Section XI, Item 6, Time of Completion

Delete the last paragraph 3 and replace with the following paragraph

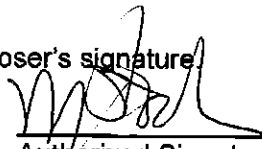
All work including testing, installation and backwashing for full operations will be completed by the CONTRACTOR within Sixty (60) calendar days from the approval of the agreement by the City Council. City will NOT consider extension of the completion date since functioning and operations of the filters is essential to the supply of water service to the City's residents. Work on Filter 1 will not start for the first 30 days due to some repair work to be completed by others.

All other items remain unchanged.


Kuldeep Sharma
Utilities Director

Addendum No. 2 is hereby acknowledged by proposer's signature

Calgon Carbon Corporation
Name of Company


Authorized Signature

2/14/17
Date

V.P. Municipal
Title

END OF ADDENDUM NO. 2

ADDENDUM NO. 3

Date: February 14, 2017

Proposers of: REPLACEMENT OF WATER MEDIA FILTERS AT JOHN JONES WATER TREATMENT PLANT

All prospective proposers are hereby notified that modification and/or changes are to be made to the specifications, plans and proposal agreements documents for this project, as entitled above.

The following items indicate additions and/or deletions to the above referenced project's documents, and are hereby made a part thereof and are subject to all applicable requirements there under as if originally shown and/or specified. This addendum modifies the Proposal Documents and is hereby made part of the Agreement Documents for this project to the extent as though it were originally included therein.

This addendum shall be acknowledged by signing the last page of this addendum and must be submitted with the proposal. Any proposal not in compliance with this requirement may be rejected.

The documents of this project are hereby changed as follows:

Item No. 1: General

Requirement of a mandatory visit and meeting by the Contractor with the City staff to get familiar with the scope of the project may be waived by the City, if the Contractor has previously visited the site and met with City Staff. The Contractor is still responsible to get familiar with the site, scope of work and other requirements of the project.

Item No. 2: General

The proposal due date for Replacement of Water Filter Media at John Jones Water Treatment Plant has been extended to Thursday 2:00 PM on February 23, 2017

All other items remain unchanged.

Kuldeep Sharma
Kuldeep Sharma
Utilities Director

Addendum No. 3 is hereby acknowledged by proposer's signature.

Calgon Carbon Corporation
Name of Company
2/16/17
Date

Director of Sales
Authorized Signature
Leo Zappala
Title

END OF ADDENDUM NO. 3

CALGON CARBON TYPE FILTRASORB 816

CONTRACTOR'S COST PROPOSAL

(MUST BE FILLED OUT BY THE CONTRACTOR)

The Calgon Carbon Corporation shall supply, transport, deliver and install filter sands and three Granular Activated Carbon (GAC) filter media for a lump sum price of \$ 362,037 (amount in words) Three Hundred Sixty Two Thousand Thirty Seven Dollars at the designated location of the City of Tracy's John Jones Water Treatment Plant in Tracy, California.

The above price includes all applicable fees, incidental costs, labor, equipment, testing, submittals, compliance to the specifications and all other costs required to complete this work including taxes (if any). By submitting the above price for the three GAC filters, the undersigned CONTRACTOR, agrees to abide by all the criteria and conditions set forth in this agreement.

CONTRACTOR acknowledges and certifies that contractor/representative has visited the site and met with city staff prior to submitting the proposal and is totally familiar with the site and aware of the requirements.

CONTRACTOR

Signature: 

Name: Nora Stockhausen

Title: V.P. Municipal

Date: 2/14/17

Federal Employer Tax ID No. 250530110

ADDRESS:

3000 GSK Drive

Moon Township, PA 15108

RESOLUTION 2018-_____

FINDING THAT IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL REQUEST FOR PROPOSALS PROCESS AND APPROVING A MAINTENANCE AGREEMENT WITH CALGON CARBON CORPORATION FOR REPLACEMENT OF WATER FILTER MEDIA FOR THREE FILTERS AT THE JOHN JONES WATER TREATMENT PLANT (CIP 75126)

WHEREAS, The existing six media filters have been in service since 2007 and have reached their lifespan, and

WHEREAS, Three media filters (1, 2 & 3) were purchased from and installed by Calgon Carbon Corporation in 2017, after going through the normal request for proposal process, and

WHEREAS, Calgon Carbon is very familiar with the site and work area. The proposed project for the three filter media (4, 5 & 6) replacement in 2018 have the same quantities and are identical to the project performed in 2017, and

WHEREAS, Labor and materials costs have increased over the past year, however, Calgon Carbon Corporation has agreed to honor the same costs for replacement of media for other three filters (4, 5 & 6), and

WHEREAS, The anticipated cost for this project, if work is performed by Calgon Carbon Corporation is estimated as follows:

Proposal Base Amount (Bid)	\$ 362,037
Contingency (~15%)	\$ 54,300
Design Support testing and Inspection Services	\$ 60,000
Total Project Cost	\$ 476,337
Available Budget	\$ 500,000

WHEREAS, There will be no impact to the General Fund. This is an approved Capital Improvement Project, CIP 75126, using the Capital Water Fund 513;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby finds it is in the best interest of the City to forego the formal request for proposal process and approves a Maintenance Agreement with Calgon Carbon Corporation in an amount not to exceed \$362,037 for replacement of Water Filter Media for three filters at the John Jones Water Treatment Plant, CIP 75126.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 21st day of August, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.H

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1258, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY FORMING THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY

EXECUTIVE SUMMARY

Ordinance 1258 was introduced at the regular Council meeting held on July 17, 2018. Ordinance 1258 is now before Council for adoption.

DISCUSSION

The City of Tracy (the "City") and the South County Fire Authority (the "Fire Authority") previously entered into a Joint Exercise of Powers Agreement dated April 16, 2013 (the "JPA Agreement") forming the Tracy Public Financing Authority (the "JPA") as a separate public agency under the laws of the State of California. The primary purpose of the JPA is to assist the City with its financings.

The Fire Authority was a joint exercise of powers authority established by the City and the Tracy Rural Fire Protection District (the "Fire Protection District") under a Joint Exercise of Powers Agreement for the South County Fire Authority dated September 7, 1999. The City and the Fire Protection District recently formed a new joint exercise of powers authority and agreed to dissolve the Fire Authority pursuant to the South County Fire Authority Dissolution Agreement Between City of Tracy and Tracy Rural Fire District dated February 20, 2018 (the "Dissolution Agreement"). The City Council adopted Resolution No. 2018-024 on February 6, 2018 and approved the dissolution of the Fire Authority effective as of July 1, 2018.

Staff believes it is important to maintain the JPA to provide ongoing assistance to the City with its financings, and believes that the best entity to add to the JPA Agreement to replace the Fire Authority is the newly created Tracy Industrial Development Authority, a new entity that would be governed by the City Council. Ordinance 1258 was introduced at the July 17, 2018 regular Council meeting to form the Tracy Industrial Development Authority.

Ordinance 1258 is before City Council for adoption.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That City Council adopt Ordinance 1258.

Agenda Item 1.H
August 21, 2018
Page 2

Prepared by: Adrienne Richardson, City Clerk
Reviewed by: Midori Lichtwardt, Interim Assistant City Manager
Approved by: Randall Bradley, City Manager

Attachment A – Ordinance 1258

ORDINANCE 1258

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY FORMING THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY

WHEREAS, the City of Tracy (the “City”) has determined that there is a need in the City for an industrial development authority to be formed under the California Industrial Development Financing Act, Title 10 (commencing with Section 91500) of the California Government Code (the “Act”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

Section 1. There is within the City a corporate instrumentality of the State of California known as the Tracy Industrial Development Authority.

Section 2. Pursuant to the Act, the City Council hereby declares that there is a need within the City for the Tracy Industrial Development Authority.

Section 3. The Tracy Industrial Development Authority shall function pursuant to this Ordinance and the Act.

Section 4. The City Council of the City of Tracy hereby declares itself to be the governing board of the Tracy Industrial Development Authority.

Section 5. This Ordinance shall take effect 30 days from the date of its final passage.

Section 6. The City Council hereby directs the City Clerk to publish this ordinance in accordance with state law.

* * * * *

The foregoing Ordinance 1258 had its first reading and was introduced during the public meeting of the City Council on the 17th day of July, 2018, and had its second reading and was adopted and passed during the public meeting of the City Council on the 21st day of August, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.I

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1259, AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTIONS 9.40.030 (STREET NAMES) AND 9.40.040 (RENAMING STREETS) IN CHAPTER 9.40 (STREET NAMES AND NUMBERING) OF TITLE 9 (BUILDING REGULATIONS) OF THE TRACY MUNICIPAL CODE

EXECUTIVE SUMMARY

Ordinance 1259 was introduced at the regular Council meeting held on July 17, 2018. Ordinance 1259 is now before Council for adoption.

DISCUSSION

Ordinance 1259 was introduced at the July 17, 2018, Council meeting to amend Tracy Municipal Code Sections 9.40.030 "Street Names" to require that any new subdivision with four or more streets name at least one street after a Police Officer or Firefighter who dies in the line of duty that is either employed by the City or resides in the City of Tracy at their time of death. The proposed ordinance also provides that the City, in its discretion, may correct a misspelling or clerical oversight by Council resolution following public outreach. Other minor updates are proposed in this amendment; such as updating the list of departments to provide written comments for any proposed street.

Ordinance 1259 is before City Council for adoption.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That City Council adopt Ordinance 1259.

Prepared by: Adrienne Richardson, City Clerk
Reviewed by: Midori Lichtwardt, Interim Assistant City Manager
Approved by: Randall Bradley, City Manager

ORDINANCE 1259

AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTIONS 9.40.030 (STREET NAMES) AND 9.40.040 (RENAMING STREETS) IN CHAPTER 9.40 (STREET NAMES AND NUMBERING) OF TITLE 9 (BUILDING REGULATIONS) OF THE TRACY MUNICIPAL CODE

WHEREAS, Chapter 9.40 of the Tracy Municipal Code (TMC) outlines the rules regarding numbering and naming streets in the City, including the process for the City to consider requests to rename streets, and

WHEREAS, The City’s Engineering Division within the Development Services Department is responsible for overseeing the naming and numbering of City streets, and

WHEREAS, The City has received requests from the public to name streets after police officers and firefighters who died in the line of duty and who were either employed by the City of Tracy or resided in the City at the time of death, and

WHEREAS, The proposed ordinance will amend the TMC to require that any new subdivision with four or more streets name at least one street after a police officer or firefighter who dies in the line duty that is either employed by the City or resides in the City of Tracy at the time of death, and

WHEREAS, The proposed ordinance also provides that the City, in its discretion, may amend street names to correct a misspelling or clerical oversight by Council resolution following public outreach.

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

SECTION 1: Sections 9.40.030 and 9.40.040 of Chapter 9.40, Street Names and Numbering, of the Tracy Municipal Code are hereby amended to read as set forth in Attachment A and incorporated by reference herein.

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

SECTION 3: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 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.)

* * * * *

Ordinance 1259
Page 2

The foregoing Ordinance 1259 was introduced at a regular meeting of the Tracy City Council on the 17th day of July, 2018, and finally adopted on the 21st day of August, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

Attachment A - Proposed Changes to Chapter 9.40

Chapter 9.40 - STREET NAMES AND NUMBERING

Sections:

9.40.010 - Purpose.

9.40.020 - Definitions.

9.40.030 - Street names.*

9.40.050 - Street numbering.

9.40.040 - Renaming streets.

9.40.030 - Street names.

- (a) *General.* For clarity, to accommodate City street sign size, to accommodate Emergency 911 databases and calls, and for safety for police and fire responses:
- (1) A street may have only one (1) official street name.
 - (2) All streets on the same alignment shall bear the same name where practical.
 - (3) Suffix designations shall match the context of land use and street design. (See subsection (b) below, and shall be spelled out in full on the final map.
 - (4) A new street may have a prefix compass designation (N, S, E, W) only if the streets cross the east-west axis (South Street) or the north-south axis (Central Avenue-Holly Drive).
 - (5) A new street name may not exceed 15 letters, excluding prefix and suffix designation.
 - (6) A new street name may not have more than two words, excluding prefix and suffix.
 - (7) Abbreviations, symbols and numeric characters may not be used.
 - (8) Conjunctions may not be used as part of a street name. (Example: "Diamonds and Roses" or "Brick or Tile").
 - (9) Each name shall be of the commonly accepted spelling, according to a standard dictionary.
 - (10) A street name must be appropriate, easy to read, and easy to pronounce (so that a child could use the name in an emergency situation).
 - (11) Use of names with historic significance and in recognition of cultural diversity are encouraged.
 - (12) Use of names of fallen officers is encouraged and may be required under subsection (c) below..
 - (13) Street segments:
 - (i) Where a through street makes a distinguishable change in direction and cannot be considered curvilinear, a separate name for each direction must be assigned.
 - (ii) Where there is more than one access point from different streets to a circular loop street, only one access point may be designated as circle. It is preferable to separately name each directional segment of a circular or loop road.
 - (iii) No street name may connect into any other street so as to create more than one intersection of the same named street.
 - (14) The following are not permitted:
 - (i) Names of similar pronunciation and/or spelling (Example: Foxglove Avenue and Foxclove Lane, or Briar Lane and Brier Drive).
 - (ii) Duplication of an existing street name (or a very similar name), unless the new street is a continuation of the existing street. (Street segments are considered continuous only where there is less than a 250 foot centerline alignment offset.)

Attachment A - Proposed Changes to Chapter 9.40

- (iii) Variation of the same name with a different suffix (Example: Alder Avenue, Alder Lane, Alder Diver). An exception to this is a court off of the same street (Example: Pine Avenue, Pine Court).
- (iv) Names that sound similar to nearby communities: Mountain House, Manteca, Lathrop.

(b) *Street suffix designations.* Each new street should have one (1) of the following acceptable street suffix (or type) designations:

Suffix Designation	Comments, when applicable
Alley	A narrow street for serving rear of lots
Avenue	North—South direction street
Boulevard	North—South direction, an arterial street.
Circle	Loop, looping, a circular Street
Court	Cul-de-sac
Drive	A meandering street
Lane	A meandering street
Loop	A circumferential way, a street that returns into itself.
Parkway	An arterial street or an expressway.
Place	A short connecting street.
Plaza	A short street with plaza.
Road	An arterial or collector street
Street	East - West direction street
Terrace	Private street in a condominium complex
Trail	A pedestrian or bikeway path
Way	A short connecting street

- (c) *Naming streets after residents killed in service.* City staff will maintain a list of Tracy residents killed while in service of the United States. The listed service member must have been a Tracy resident, killed while serving in one of the branches of the armed forces, whether in wartime or peacetime.
- (d) *Naming streets after deceased Public Safety Officers.* City staff will maintain a list of police officers and firefighters who died in the line of duty and who were either employed by the City of Tracy or resided in the City at the time of their death.

Each new subdivision that has four (4) or more streets must name at least one street (not a court) for a Tracy resident killed while in the service and one street (not a court) after a public safety officer who died while on active duty, unless there are no names currently on the list.

(Ord. No. 1216, § 2(Exh. A), 5-17-2016)

9.40.040 - Renaming streets.

- (a) *Purpose.* This section establishes a process for considering a request to rename a public or private street within the city limits from a member of the public. The City may, in its discretion, change the

Attachment A - Proposed Changes to Chapter 9.40

name of a street by Council resolution following some public outreach, such as a public hearing or public notice in order to correct a misspelling or clerical oversights.

- (b) *Standards.* In addition to the standards set forth in section 9.40.020 (a) and (b) above, the following factors will be considered:
- (1) the number of businesses and/or residents directly affected. The fewer properties the better.
 - (2) the number of businesses and/or residents indirectly affected, including those whose address is on a street accessed or served by the street under consideration.
 - (3) compatibility with existing street names.
 - (4) recognition of cultural diversity.
 - (5) the costs of change to the City and the other affected properties.
 - (6) whether an action to approve the renaming might establish a desirable or undesirable precedent.
 - (7) the effect of a rename request on the public's general connection with existing name
 - (8) the alternative of renaming sections of the proposed street and how the length of the street sections may affect the continuity of the street.
- (c) *Procedure: Renaming the street.* This subsection (b) applies when the base name of the street may change.
- (1) *Request.* A person or entity requesting a street name change must file an application with the department, on a form provided by the city. The request must state the reason for the change being proposed, the street proposed for consideration of a name change, the proposed new name(s), and include a map showing the street location. The director will schedule the request for City Council consideration at a public hearing, with a brief analysis of the request. Following the hearing, the City Council may decide whether to proceed with rename study.
 - (2) *Study and Report.* If the Council approves a study, the applicant is then required to enter into a cost recovery agreement with the City, and pay a deposit to cover the renaming expenses. The department will:
 - (i) determine on a case by case basis the appropriate scope of public outreach, public notice and neighborhood workshop;
 - (ii) seek written comments from, at minimum, the City's Police Department, Fire Department, Finance Department, San Joaquin County Public Safety and United States Postal Service.
 - (iii) prepare a staff report for the City Council providing a detailed analysis of the request and including alternatives if available.
 - (3) *Decision.* At a public hearing, Council will consider the requested street renaming. The City Council may approve the name change, by resolution, if it finds that the change is in the public interest.
- (d) *Procedure: Minor change.* This subsection (d) applies when: only the street suffix may change; the base name of the street requires a minor correction to meet commonly accepted spelling; or the street is not a public street.
- (1) *Request.* A person or entity requesting a street name change must file an application with the department, on a form provided by the City. The request must state the reason for the change being proposed, the street proposed for consideration of a minor name change, the proposed new name(s), and include a map showing the street location.

The applicant must provide the signatures from at least seventy (70%) percent of property owners (or by a homeowners association or similar common ownership organization) whose property is addressed on the street under consideration, indicating that they agree with the proposal.

Attachment A - Proposed Changes to Chapter 9.40

The director will determine whether to proceed with the renaming process.

- (2) *Study and Report.* If the director determines to proceed with the renaming process, the director:
 - (i) may conduct one public meeting before making recommendation to the City Council.
 - (ii) mail out notices to all property owners and tenants within the affected area and within a 100 foot radius of the street
 - (iii) prepare a staff report for the City Council providing a detailed analysis of the request and including alternatives if available.
- (3) *Decision.* At a public hearing, Council will consider the requested street renaming. The City Council may approve the name change, by resolution, if it finds that the change is in the public interest.

AGENDA ITEM 1.J

REQUEST

RECEIVE AND FILE FOUR ADMINISTRATIVE POLICIES PRESENTED BY THE FINANCE DEPARTMENT

EXECUTIVE SUMMARY

The Finance Department is presenting to the City Council four Administrative Policies for review and transparency. The purpose of these policies is to provide documented procedures designed to be a reference to all City employees in accomplishing ongoing uniform accounting practices. The goal is to outline the policies and procedures that the staff should follow in order to produce accurate and reliable financial reports that will aid the organization's leadership team in its decision-making ensuring compliance with regulatory standards.

DISCUSSION

Accounts Receivable Policy

The City of Tracy receives revenues from various resources. Revenues generated in the City are often times used for the building of infrastructure and the maintenance of city services that improve the quality of life for the residents. The services include public safety, utilities, public works, building and development, parks and cultural arts. While each of the departments may be responsible for its respective billing needs, the Finance Department is responsible for the recording of City cash receivables so that cash receivables are properly accounted for and funds are managed in the appropriate budget. The purpose of this accounts receivable policy is to recognize the different sources so that funds are recognized timely, reported accurately, and managed appropriately.

Cash Handling Policy

The purpose of this cash handling policy is to provide all City departments with guidelines for handling cash when it is received by a City department. The City has instituted this policy to safeguard the resources received and manage those resources for the purposes intended. The policy is designed to protect the cash or cash equivalents received from theft, fraud, loss or unauthorized use. The policy will enhance the accuracy and reliability of the City's financial records by reducing the risk of errors and irregularities in the accounting process. The City's financial records must report cash flows and cash balances accurately and timely. The policy will help ensure that enough cash is available to meet operating needs and maturing liabilities.

Collections and Write-off of Uncollectible Accounts Receivable Policy

The purpose of this policy is to ensure that all reasonable diligence has been used to collect accounts receivable, improve accounting of the City's accounts receivable and ensure the most efficient use of City revenue collection resources. It is the policy of the

City of Tracy to actively pursue collection of past-due accounts receivable, regularly review the status of past-due accounts, and write-off amounts determined to be uncollectible. A write-off of uncollectible accounts receivable from the City's accounting records does not constitute forgiveness of the debt or gift of public funds, it is merely an accounting practice that ensures the City's assets are not overstated.

Credit Card Policy – Updated from March/June 2015

The City of Tracy uses a variety of methods for the purchase of goods and services, including petty cash, purchase orders, blanket purchase orders, and direct pay (payment requests), along with credit cards, which are overseen by the Finance Department. Processing purchase orders is not cost effective for low dollar value goods. Occasionally suppliers do not accept a purchase order which makes the use of a credit card more efficient. In addition, credit cards allow Cardholders to take advantage of short-term sale discounts and to make purchases and/or reservations by phone and the internet. The purpose of this policy is to identify which employees would be eligible to be Cardholders to make these types of purchases for the City, as well as the proper use and documentation required when the U.S. Bank CalCard Purchasing Card and gas cards are used for City business.

STRATEGIC PLAN

This agenda item addresses Goal 2 of the Governance Strategy to ensure continued fiscal sustainability through financial and budgetary stewardship and meets Objective 1, initiate department-wide review and update of financial policies and procedures.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that City Council Receive and File the attached four Administrative Policies presented by the Finance Department.

Prepared by: Martha Garcia, Finance Manager

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

- A. Accounts Receivable Policy
- B. Cash Handling Policy
- C. Collections and Write-off of Uncollectible Accounts Receivable Policy
- D. Credit Card Policy

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : Accounts Receivable Policy

DATE ISSUED: : August 21, 2018

SECTION: :

SECTION 1: PURPOSE

To ensure sound financial management practices, the proper controls over revenues, and general oversight over the various revenues collected. To ensure revenues are collected fairly, equitably and timely. To provide best practices in developing efficient revenue management programs.

SECTION 2: POLICY

Due to the broad range of services provided by the City, most departments manage and administer their respective account receivables within their own system and look to the Finance Department to supplement their billing and collection efforts. It is the goal of the Finance Department to identify all income sources by department and implement this city-wide policy that allows the organization to record the revenues in the City's financial system in the most timely, efficient and accurate way possible. All City departments shall be required to submit and/or notify the Finance Department of any account receivables within a reasonable time, where "reasonable time" is determined by the departmental process and compliance with the standard operating procedures.

SECTION 3: REVENUE SOURCES

While taxes are the major funding source for the City, there are other types of revenues that each department either prepares a partial invoice for the Finance Department to enter into the City's financial system, or prepares their own billing. These billings are specific to the department functions, and are often times tracked in the department's recordkeeping system. These revenue sources are recorded to the City's financial system. These include, but are not limited to:

DEPARTMENT		INVOICE
Development Services	DS	Admin Cites-Code Enforcement
	DS	Building Permits
	DS	Cost Recovery Agreements
	DS	Encroachment Permit
	DS	Engineering Review (ED)
	DS	Grants-CIP
	DS	Grants-CDBG
	DS	Plan Check (EE)
	DS	Water Meter (Temporary)

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

DEPARTMENT		INVOICE
Finance	FIN	Utility Billing
	FIN	Fire Sprinklers
	FIN	Franchise Fees
	FIN	Loans
	FIN	Land Leases
	FIN	Retirement Health Insurance
Human Resources	HR	Restitution
	HR	Subrogation
Parks & Rec	PARKS	Advertising Revenue
	PARKS	Airport Fuel Sales
	PARKS	Airport Hangars
	PARKS	Concessionaries
	PARKS	Facility Rentals
	PARKS	Grants-Airport CIP
	PARKS	Ground Leases
	PARKS	Recreation Programs
	PARKS	Storage Lease
	PARKS	Transit
	Police	TPD
TPD		Animal Shelter-Admin Cites
TPD		Animal Shelter-Adoption Fees/Services
TPD		Animal Shelter-Court Fees
TPD		Animal Shelter-Dog Licenses
TPD		Animal Shelter-Donations
TPD		Animal Shelter-Sale of Items
TPD		Crossing Guards Pay Reimbursement
TPD		Grants-CC Task Force (AB109)
TPD		Grants-DARE
TPD		Grants-DELTA RATT
TPD		Grants-DUI
TPD		Grants-Officer Pay Reimbursement
TPD		School Patrol Reimbursement
Public Works		PW
	PW	Donations-Tree Donations
	PW	Grants
	PW	Risk Management
	PW	Sale from Auction
Utilities	UTIL	Septic Usage

SECTION 4: BILLING

Unless otherwise required per ordinance, resolution, or other authority, all bills should have established terms (e.g., due 30 days from the invoice date). Departments should include timelines in their Departmental billing procedures. Departmental billing procedures should be approved by the Department Director or designee and sent to the Finance Director or designee for review and approval.

SECTION 5: DEPOSITS

Collections should be recorded in an accounts receivable system and deposited timely.

SECTION 6: CONTROL AND ACCOUNTABILITY

All aspects of revenue recording and accounts receivable monitoring shall be subject to proper internal controls established by the Finance Department's management staff. Departmental internal control procedures shall be approved by the Department Director and sent to the Finance Director or designee for review and approval.

- The Finance Department shall require departments to submit copies of all outgoing invoices to the Finance Manager or designee for review and/or approval prior to delivery.
- All bills issued shall specifically indicate remittance and shall be sent to the "City of Tracy, ATTN: Finance Department."
- Each department shall provide the correct ledger account to which the revenue shall be recorded.
- All erroneous invoices that require an adjustment will need the proper documentation and/or explanation from the original billing department.
- Each department awarded a grant shall follow the Federal Grant Reimbursements, Claims and Drawdowns policy.
- The invoicing processes will be reviewed periodically by the Finance Department and will be updated as needed.

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : Cash Handling Policy

DATE ISSUED: : August 21, 2018

SECTION: :

SECTION 1: : PURPOSE

The purpose of this cash handling policy is to provide all City departments with guidelines for handling cash when it is received by a City department. This policy provides information on how and when to collect and secure payments in accordance with legal and policy requirements. All cash collection processes shall be performed within the delegated scope of authority and in compliance with all federal, State, and City laws, regulations, policies and generally accepted accounting principles. All documentation shall be maintained in accordance with the City's record storage and retention requirements. The Finance Department shall be the point of contact for questions concerning this policy.

SECTION 2: : CASH MANAGEMENT CITYWIDE

The City has instituted this policy to safeguard the resources received and manage those resources according to their intended purposes. This policy is designed to protect against theft, fraud, loss or unauthorized use of cash or cash equivalents that the City has received. The policy shall enhance the accuracy and reliability of the City's financial records by reducing the risk of errors and irregularities in the accounting process. The City's financial records shall report cash flows and cash balances accurately and timely. This policy shall help ensure that enough cash is available to meet operating needs and maturing liabilities.

SECTION 3: : DEFINITION OF CASH

For the purposes of this document, "cash" is any device that stores value and can be transferred between parties through a mutually agreed medium of exchange. In day-to-day business operations performed by City departments, "cash" is received in the forms of:

- Coins and bills (US currency),
- Credit cards,
- Debit cards,
- Checks (personal checks, cashier's checks, money orders), or

-
- Each cashier will count all cash transactions at the end of each day and reconcile to the financial system daily cash reports;
 - A second employee shall observe and verify a cashier's cash count for end-of-day balancing;
 - Two employees shall certify cash counts for all deposits prepared for armored courier pickup;
 - Two employees shall certify cash acceptance for armored courier shipments;
 - Employees present during cash counts and acceptances shall sign directly on the cash count forms;
 - Employees shall sign reconciliation documents verifying the employees' presence during the cash deposit reconciliation and that totals agree;
 - Back-up staff shall be identified in case of an absence of any key employees;
 - Only employees who need the combination to the safe shall have access to the safe;
 - At least two staff shall be present to open a safe.

Departments shall provide for daily processing of cash receipts and account receivable transactions to ensure the accurate recording of transactions. Cash received shall be recorded in the same accounting period.

Departments shall report timely reconciliation to the general ledger, other supporting accounting ledgers and the bank to detect errors, fraud or misuse. When determining which reconciliation method to use, Departments shall consider the type of cash being received, the use of large amounts of cash, the length of time between receipt and deposit, and the safeguards in place for securing the cash.. Departments may require daily department reconciliation and a monthly bank reconciliation to ensure accuracy of the accounting records.

SECTION 6: CREDIT CARD ACCEPTANCE

The City accepts credit and debit cards with a credit card logo as a form of payment. The City and all Departments accepting credit cards shall meet Payment Card Industry Data Security Standards (PCI-DSS). This standard applies to all entities that store, process or transmit cardholder data. Cardholder data refers to any information printed, processed, transmitted or stored in any form on a payment card. The City is expected to protect cardholder data and to prevent unauthorized use, whether the data is printed or stored locally, or transmitted over a public network to a remote server or service provider. The City-approved merchant account vendor shall be used by City Departments to accept credit/debit cards using Visa or MasterCard. If a Department chooses to use a vendor for electronic processing, it shall obtain approval from the Finance Department prior to contracting with the vendor and the vendor must be PCI-DSS compliant. Departments shall not store payment card data unless it is absolutely necessary to meet the needs of the business function.

SECTION 7: SMALL COIN ACCEPTANCE

In the interest of time and cost, employees of the City of Tracy are NOT required:

1. To accept more than \$10.00 in half dollars, quarters or dimes, or
2. To accept pennies or nickels in excess of 25¢.

SECTION 8: DOCUMENTATION REQUIRED

All source documents relating to the receipt and deposit of cash shall be maintained by each City Department, and whenever possible, City departments shall use pre-numbered documents. All documents shall be accounted for and promptly forwarded to the Finance Department with the cash receipt form for daily deposit and verification. The cash receipt procedures approved by the Finance Department shall be used and the document shall include accounting entries.

SECTION 9: PHYSICAL SECURITY AND CUSTODY OF CASH

Departments shall analyze the security needs of each cash collection point and strengthen security controls whenever necessary. This might include installing security cameras that can monitor all areas where cash is collected and handled and securing the safe and cash registers or drawers. In addition,

- Cashier areas must be restricted to cashier personnel and other authorized persons,
- During business hours, all active cash drawers shall be secured in a locked drawer at the cashier window, including during lunches and breaks,
- The key or passcode to the cash drawer shall remain in the sole custody of the cashier and shall never be given to anyone else or left in the drawer when the cashier is away from the window, and
- Unused cash drawers shall remain in the vault storage.

Departments shall establish physical security to safeguard cash. Departments shall utilize safes, vaults and/or safety deposit boxes for cash and establish approved procedures to determine individual access. These procedures shall be written and periodically reviewed and updated.

CITY OF TRACY

ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: : Collections and Write-off of Uncollectible Accounts Receivable Policy

DATE ISSUED: : August 21, 2018

SECTION: :

Purpose

The purpose of this policy is to ensure that all reasonable diligence has been used to collect accounts receivable, improve accounting of the City's accounts receivable and ensure the most efficient use of City revenue collection resources.

Policy

It is the policy of the City of Tracy to actively pursue collection of past-due accounts receivable, regularly review the status of past-due accounts, and write-off amounts determined to be uncollectible. A write-off of uncollectible accounts receivable from the City's accounting records does not constitute forgiveness of the debt or gift of public funds, it is merely an accounting practice that ensures the City's assets are not overstated.

Scope

This policy applies to all City accounts receivable. Accounts Receivable refers to money owed by customers to another entity (City of Tracy) for goods or services that have been delivered or used but not yet paid for. Types of receivables covered by this policy include but are not limited to: business license tax; transient occupancy tax; administrative citations, rents; fees for services; utility billing, recovery for damage to City property; fines and penalties; and legal judgments.

Procedures

Payment

All payments for City services and/or goods must be made through designated sites of the City of Tracy. Payment can be made in the form of check, money order, cash or credit card.

Customers providing checks that are returned for non-sufficient funds, closed accounts, or stop payments shall be notified and all applicable fees shall be charged to the customer's account. At any time after a customer has presented a second returned check for the payment, the City of Tracy may require that customer only remit payment by money order or cash.

Delinquent Accounts

Whenever payment for a bill which was properly rendered has not been received by the Finance Department at the close of business on the delinquency date specified on the bill, the total amount of the bill shall become a delinquent account. If the delinquent date is a non-business day, the account shall become delinquent at the close of business on the first business day thereafter.

Delinquent amounts not paid by the time the next bill is prepared shall be separately stated on the next bill rendered to the customer, and such amount shall be subject to a late charge, and such statement shall constitute notice of the delinquency to the customer. The amount of the late charge shall be determined by the City's municipal code and/or late charge policy.

Utility Accounts:

If the utility bill is not paid within fifteen (15) days after the notice of delinquency, a final notice shall be mailed to the customer advising that service will be discontinued if payment of the entire amount then due is not made within fifteen (15) days after the date such notice was mailed.

If the bill has not been paid by the close of business on the due date of the final notice, utility services may be discontinued.

Collection Procedure

Collection procedures are established by the responsible departments and will vary depending on the nature of the receivable. Types of receivables covered by this policy include but are not limited to: business license tax; transient occupancy tax; administrative citations, rents; fees for services; utility billing, recovery for damage to City property; fines and penalties; and legal judgments.

Utility Accounts:

Every attempt will be made by the Finance Department to collect delinquent payments including authorizing up to six months of arranged payments to pay off debt. Customer accounts that are delinquent 6 months or \$1,000, whichever is first, will be sent to the Collection Agency for collections.

No person who owes delinquent accounts to the City on either a closed or current account may open a new utility account until all such delinquent accounts have been paid.

Uncollectible Accounts Receivable

Accounts receivable should generally be written-off during the fiscal year in which an account is determined to be uncollectible. Subsequent collection of an account previously written-off will be treated as new revenue in the appropriate fund.

Utility accounts should generally be written-off during the fiscal year in which an account is determined to be uncollectible. The write-off process for utilities reduces the receivable and increases the balance of a designated write-off account. Subsequent collection of an account previously written-off will reduce the balance in the write-off account and will increase cash by the amount collected.

An account will be considered uncollectible after the appropriate collection procedures have been followed, if it meets one or more of the following criteria:

-
-
- The debt is disputed and the City has insufficient documentation to pursue collection efforts;
 - The cost of further collection efforts will exceed the estimated recovery amount;
 - The account remains unpaid after the lesser of four years or the applicable period for commencement of a recovery action (statute of limitations);
 - Neither the debtor nor any of the debtor's assets can be located;
 - The debtor has no assets and there is no expectation they will have any in the future;
 - The debtor has died and there is no known estate or guarantor;
 - The debtor is a company which is no longer in business;
 - The debt is discharged through legal action (bankruptcy or court judgment);
 - The debt has been forgiven by action of the City Council.

Preparation of Request for Write-Off of Accounts Receivable

At least annually, the Accounts Receivable Desk will identify any Miscellaneous Receivable for which it is responsible that meet the criteria for designation as an uncollectible account. Depending on the type or amount of debt, Accounts Receivable will contact the responsible department for direction.

If an account has a balance of \$5,000 or less, a request for write-off will be prepared by the responsible departmental staff, and submitted to the Director of Finance for review and approval.

If an account has a balance in excess of \$5,000 and up to \$25,000 a request for write-off will be prepared by the responsible departmental staff, reviewed by the Director of Finance and submitted to the City Manager for review and approval.

If an account has a balance in excess of \$25,000, the responsible departmental staff along with the City Manager will be required to take the request for write-off to Finance Committee and City Council for approval.

The request for write-off of accounts receivable must include an itemized list of the uncollectible accounts to be written off specifying the following:

- Debtor name;
- Account balance;
- Invoice or charge date;
- Brief description of receivable type; and
- Criteria under which the account was deemed uncollectible.

In addition, documentation must be available to support the uncollectible account designation and substantiate that the department has followed its collection procedures for each uncollectible account. Support documentation could include:

- Invoices, reminder letters, or collection letters (and any documentation that are returned as undeliverable, no known forwarding address, etc.);
- Information from the California Department of Business Oversight;
- Referral to the City's collection vendor;
- Bankruptcy claim and any related plan or discharge;
- Death Certificate, if deceased, and
- Judgment awarded by a court or settlement agreement

Approval Authority for Write-Off Request

The Director of Finance is authorized to approve the write-off of accounts with an outstanding balance up to \$5,000 per account

The City Manager is authorized to approve the write-off of accounts with an outstanding balance in excess of \$5,000 and up to \$25,000 per account.

Write-off of accounts with an outstanding balance due in excess of \$25,000 must be approved by action of the City Council.

SUBJECT: Credit Card Policy
Procedure

DATE ISSUED March 4, 2015; REVISED: August 21, 2018

SECTION: C

SECTION 1: PURPOSE

The City of Tracy uses a variety of methods for the purchase of goods and services, including petty cash, purchase orders, blanket purchase orders, and direct pay (payment requests), along with credit cards, which are overseen by the Finance Department. Processing purchase orders is not cost effective for low dollar value goods. Occasionally suppliers do not accept a purchase order which makes the use of a credit card more efficient. In addition, credit card allows Cardholders to take advantage of short-term sale discounts and to make purchases and/or reservations by phone and the internet. The purpose of this policy is to identify which employees would be eligible to be Cardholders to make these types of purchases for the City, as well as the proper use and documentation required when the U.S. Bank CalCard Purchasing Card and gas cards are used for City business.

SECTION 2: OVERVIEW

A City of Tracy credit card will only be issued to specifically identified employees who, because of their job duties, have been approved to be Cardholders by their Department Heads. Only those employees who make specific purchases allowable under this policy for their Department will be issued credit cards. The City credit card program allows oversight of such purchases by Department Heads. There are built-in controls for specific categories of purchases, monthly dollar limits per credit card, as well as a stringent process for the verification of credit card charges. Verification of all purchases is required by each Cardholder, with signature approval performed by the Cardholder's Supervisor and/or Department Head. All credit card purchases are reviewed monthly by the applicable Department Head as well as the Finance Department.

This Policy provides instruction on the proper use of the City of Tracy credit cards for purchases of supplies, materials and equipment and identifies the not to exceed limits established by the Finance Director and each Department Head.

SECTION 3: PROCEDURE

A. AUTHORIZED CARDS

1. CALCARD

U.S. Bank Corporate Payment Service is the credit card contractor that issues the City's Visa CalCards¹. This card has been specifically designed to look different from personal credit cards and bears the City of Tracy name and the Cardholder's name. The bank will have no individual Cardholder information other than the Cardholder's work address. No credit records, social security numbers, etc., are maintained by U.S. Bank. Use of a CalCard or gas card will not have any impact on the Cardholder's personal credit. CalCards can only be used by the individual to whom it has been issued. All Cardholders will receive their CalCard from the City of Tracy Finance Department's credit card coordinator.

2. GAS CARDS

Gas cards will be issued to authorized Public Works and Police Department staff by the Finance Department's credit card coordinator. Depending on the vendor, these cards may be issued in the

¹ In the event the City contracts with a different vendor, these same procedures will apply to the new credit card contractor and its purchase card.

City’s name or in the specific name of an employee. Use by anyone other than the authorized Cardholder is prohibited.

B. CARD ELIGIBILITY

Under the guidance of the Finance Director or authorized designee, Department Heads are responsible for identifying which regular employees should be issued a CalCard, gas card, or gas cards. The number of employees identified to receive cards should be minimized and should be strictly limited to those who are required as part of their job duties to make purchases for their Department pursuant to this policy. Limited service temporary employees cannot be assigned a CalCard, but may be authorized to use a gas card by their Supervisors and Department Head if necessitated by their job duties. Designated Cardholders must be employees authorized and required by their Department Heads and Supervisors to:

1. Make purchases for work units.
2. Keep accurate itemized receipts and transaction records for all purchases.
3. Submit transaction records to Accounts Payable in a timely manner.

C. OBTAINING A CREDIT CARD FOR IDENTIFIED ELIGIBLE EMPLOYEE

1. Department Heads, or their authorized designees, shall obtain a *Credit Card Holder Account Form* (Appendix A) from the City of Tracy Intranet (go to: Documents/Finance/Credit Card Holder Account Form).
2. Department Heads or their authorized designees shall complete and the Department Heads shall sign the form if supportive of the issuance.
3. The completed *Credit Card Holder Account Form* shall be forwarded to the Finance Department’s credit card coordinator for processing and bank notification, including obtaining approval from the Finance Director or authorized designee.
4. Once the credit card coordinator receives the new card from the bank (usually within three to four business days) the new Cardholder will be contacted and scheduled for training.
5. Upon completion of training the prospective Cardholder will be asked to sign a *Credit Card User Agreement* (Appendix B) acknowledging receipt of the credit card and that they have read and fully understand the Credit Card Policy.
6. The card will be issued if all required signatures are obtained and requirements met.

D. CARD ACTIVATION

Credit cards require activation. When the card is received, a sticker on the card prompts the Cardholder to call for credit card activation. Once the mandatory credit card training has been done with the cardholder, the Finance Department’s credit card coordinator will provide the cardholder the instructions for card activation specific for the organization. Once activated, the credit card is ready for use. Activation is required only once for each credit card received.

E. DOLLAR AMOUNT MONTHLY LIMITS²

Unless otherwise authorized in writing by the Finance Director or authorized designee, the cardholder’s monthly credit card usage will be dictated by the following limits:

	Per Month Maximum	Single Transaction
Department Heads ²	\$10,000	\$3,000
Non-Department Heads ²	\$ 5,000	\$3,000
Executive Assistant to City Manager ²	\$25,000	\$3,000
Police Support Services Technician ²	\$25,000	\$3,000

2. Unless otherwise authorized in writing by the Finance Director; or if the limit is less per the card issuer.

F. ACCEPTABLE PURCHASES AND USES

The credit card may only be used to purchase items or services that are for the City of Tracy's use. It may be used for NON-CONTRACTED items, which do not exceed the total dollar limit per month, and/or the single purchase amount of \$3,000. Gas cards may be used to purchase fuel for City of Tracy vehicle use only.

1. Credit Card - Acceptable purchase items include, but are not limited to³:
 - a. Books and subscriptions
 - b. Supplies and products
 - c. Repairs and repair parts
 - d. Printing
 - e. Services (e.g., coffee, pastries, cookies etc., for workshops)
 - f. Training Seminars⁴
 - g. Travel related expenses⁵ (e.g. airfare, rental cars, shuttle service, meals, lodging)
 - h. Business meals
 - i. Professional dues (professional and membership)
 - j. Expenses for City programs and/or events (e.g., Family Movie Night on the Plaza)
2. Gas Card – Acceptable uses include:
 - a. Purchasing premium grade fuel (92 octane or higher) for Tracy Police Department motorcycles and Waste Water Treatment Plant boats when such fuel is not available at the City of Tracy fueling facility (i.e., Boyd Service Center)
 - b. Fueling City of Tracy vehicles while outside the City of Tracy when attending training, conferences, investigations, or on other authorized City business purposes
 - c. Fueling City of Tracy vehicles and equipment if the Public Works Director verifies the City's fueling facility is not operational and only until such time that the City's fueling facility is once again operational.

G. UNACCEPTABLE PURCHASES AND USES

1. Unacceptable credit card purchases include, but are not limited to:
 - a. Personal items
 - b. Contract items
 - c. Items that can be purchased with a purchase order
 - d. Goods, supplies and /or services that exceed the applicable Department's budget
 - e. Alcohol
 - f. Gift cards and gift certificates unless otherwise authorized by the City Manager and Finance Director
 - g. Entertainment
 - h. Products and services where a potential liability may exist and an indemnification agreement, insurance and/or bonds are required
2. In addition, use of the credit card is prohibited for:
 - a. Cash advances
 - b. Money orders
 - c. Travelers checks
 - d. Cashier's checks
 - e. Purchases split in order to remain under the single transaction dollar limit
3. Unacceptable gas card purchases include, but are not limited to:
 - a. Personal vehicle (non-City issued) fuel or other purchases
 - b. Fuel when appropriate vehicle fuel is available at the City of Tracy's fueling facility and the City issued vehicle is within city limits.
4. Use of the credit card and gas card for personal purchases is strictly prohibited and may result in the revocation of credit card privileges and disciplinary action, up to termination. If the credit

³ If purchase category is not listed, please confirm with Department Head and Finance Director credit card coordinator that the proposed purchase is permitted.

⁴ The travel/training request must be approved by the Department Head prior to use of the credit card for these expenses.

⁵ Ibid (i.e., same as previous footnote)

card is inadvertently used for a personal purchase, Cardholder shall immediately contact Cardholder’s Supervisor, Department Head, and the Finance Department’s credit card coordinator. If the Cardholder is a Department Head, he or she shall submit a memorandum explaining the occurrence to the City Manager. If the Cardholder is the City Manager, he or she shall submit a memorandum explaining the occurrence to the Finance Director.

H. CARDHOLDER RESPONSIBILITIES

Cardholders have the following responsibilities:

1. Attend the mandatory credit card training provided by the Finance Department’s credit card coordinator (cards will not be issued to anyone who has not completed training).
2. Upon completion of required training, sign the *Credit Card User Agreement* (Appendix B), provided by the Finance Department’s credit card coordinator, to acknowledge receipt and understanding of the Agreement; sign the back of the credit card in the signature panel if required, or write “see ID” on back of card.
3. Activate card based on instructions provided by Finance Department’s credit card coordinator. Keep a record of the card issuer’s 24-hour telephone number listed on the back of the card in case your card is lost or stolen.
4. Maintain card security to prevent unauthorized charges against the credit card account and keep card in a secured location when not in use.
5. Obtain an itemized receipt at the point of purchase and verify it for accuracy. A receipt may be signed by a person other than the Cardholder if it is being used as a delivery receipt for a phone or Internet order. In this case, the receipt should be signed “Received By” followed by the employee’s name accepting the delivery.
6. Reconcile receipts and documentation to the monthly Cardholder Statement using the City of Tracy *Voucher Request/Credit Card Transmittal Form* (Appendix C).
7. Process documentation of purchases to the Finance Department’s Accounts Payable Division per Section 3. §§ U. PAYMENT OF CHARGES and V. PURCHASES WITHOUT RECEIPTS.
 - a. Each Cardholder is responsible for keeping his/her own documentation and processing the Statements for payment.
 - b. In the absence of the Cardholder, the Supervisor is responsible for processing payment.
 - c. Each Cardholder is responsible for informing the Supervisor of the location where their receipts and documentation are kept.
8. Notify US Bank, or the gas card issuer, the Finance Department’s credit card coordinator, and your supervisor immediately if your card becomes lost or stolen.
9. Notify US Bank, or the gas card issuer, and the Finance Department of any billing discrepancies posted on the Cardholder Statement that cannot be resolved with the merchant.
10. CalCards and other authorized credit cards are strictly for City business and cannot be used for personal use under any circumstances. Credit cards issued by the City may only be used by authorized City employees (i.e., by those whom have authorization from employee’s Department Head *and* the Finance Director). CalCards can only be used by the individual to whom it has been issued.
11. Comply with all City of Tracy Purchasing Policy and Procedures for the purchase of commodities.

Violations in any of the above areas are grounds for revocation of all card privileges and appropriate discipline, up to and including termination.

I. DEPARTMENT HEAD AND SUPERVISOR RESPONSIBILITIES

1. Complete the *Credit Card Cardholder Account Form* (Appendix A) for employee whom credit card is to be issued if requesting a new credit card account and/or canceling, or changing an existing account. This form requires the signature of the Supervisor, Department Head, and the Finance Director.
2. Confirm that employees read and understand the City’s Credit Card policy and procedure manual.
3. Ensure that cards are kept in a safe and secured location when not in use.

4. Ensure that a list of employees authorized to use cards is updated and provided to the Finance Department's credit card coordinator by December of each year.
5. Ensure that a record of all gas card activities are kept by the Department and include the name of the card user, type of card used, and date and time card was checked out and returned. The record log must be maintained daily and is subject to audit by the Finance Department at any time.
6. Review the monthly Cardholder's Statement and City of Tracy *Voucher Request/Credit Card Transmittal Form* (Appendix C), submitted by the Cardholder with receipts, prior to the end of the payment cycle. Review procedures include the following:
 - a. Ensure that all purchases are an appropriate use of City funds.
 - b. Ensure that the credit card is not used to make personal purchases.
 - c. Confirm itemized receipts and written explanations (where receipts are not available), are copied and attached to the Cardholder's Statement for each item listed on the Statement.
 - d. Sign any written explanations of "Lost Receipts."
 - e. Ensure purchases over the dollar amount control limits (see Section 3. § E. "DOLLAR AMOUNT MONTHLY LIMITS") have received written pre-approval from the Department Head (if cardholder is a Department Head, written preapproval must be received by one's Supervisor; or for City Manager and City Attorney, by Assistant City Manager) and Finance Director; and that the *Credit Card Cardholder Account Form* has been updated and approved prior to the purchase (Appendix A).
 - f. Ensure Cardholder Statements are received in a timely manner to meet payment processing deadlines (see Section 3 § U. "PAYMENT OF CHARGES").
 - g. Ensure that the credit card is used and receipts are signed only by the authorized Cardholder. A receipt may be signed by other than the Cardholder if it is being used as a delivery receipt for a phone or Internet order. In this case, the receipt should be signed "Received By" followed by the employee's name accepting the delivery.
 - i. Ensure that employees who may be in a position to receive delivery receipts for a phone or Internet order are familiar with this procedure.
 - h. Contact the Cardholder to address and correct any variation with the monthly Statement and receipts.
 - i. Sign the Cardholder Statement (Department Head/Supervisor).
 - j. The Department Head shall sign and approve the City's transmittal form in verification of, and only after all the above actions have been taken. This action certifies that the credit card purchases and required forms are in compliance with City's Credit Card Policy.
 - k. Once approved, ensure that the Cardholder Statement and transmittal forms are forwarded to the Finance Department's credit card coordinator. The Cardholder's Statement, transmittal form, and attachments must be received by the Finance Department **by the 10th day of the month.**
 - l. In the absence of the Cardholder, the Supervisor is responsible for processing payment. The Supervisor shall process his/her monthly Cardholder Statement and *Transmittal Form* (Appendix C), including the attachment of all receipts, and forward to the Finance Department's credit card coordinator. Indicate on the transmittal form that the Cardholder was not available for signature and provide a signed copy when the employee returns.
 - i. Each Cardholder is responsible for informing the Supervisor of the location where their receipts and documentation are kept.
7. If a Notification of Exception Memo (Appendix D) is sent by the Finance Department, take action with the Cardholder to correct the exceptions identified on the monthly Cardholder's Statement.
8. The Supervisor will refer any irregularities to the Finance Department's credit card coordinator in writing.
9. Credit card charges made by the City Manager and City Attorney will be reviewed by the Assistant City Manager and will be subject to the approval of the Finance Director.
10. Contact the credit card coordinator immediately, and copy the Finance Department Budget Officer and Finance Director if a noted violation requires revocation of the card.

J. FINANCE DIVISION RESPONSIBILITIES

1. The Finance Department will administer the credit card program and be responsible for accumulating, reporting, coordinating, and evaluating all aspects of the program, including maintaining a list of all employees that have been authorized for use of cards and issuance of cards.
2. The Finance Department's credit card coordinator will
 - a. Develop and administer a Credit Card Training Program.
 - b. Verify that all proper documentation is attached to the monthly credit card Statement and review all charges for appropriateness, prohibited items, and correct budget codes.
 - c. Verify that the Cardholder's Statement is signed and dated by the appropriate personnel.
 - d. Process requests for new cards and ensure appropriate department approval and signatures are obtained.
 - e. Process requests to increase or decrease limits to an existing Cardholder's Account.
 - f. Verify that all purchases comply with the City's Credit Card Program and with the City's Purchasing Policy and Procedures.
 - g. Report improper use of a credit card, which may result in the revocation of card privileges and/or disciplinary action, up to and including termination.
3. The Accounts Payable Unit will be responsible for issuing final payment upon correct and complete submission of the Cardholder's Statement by Cardholders (see Section 3 § U).

K. FRAUD/MISUSE

U.S. Bank (CalCard) Fraud Prevention Unit continually monitors accounts and transactions to prevent and halt fraud activity. If fraud is suspected, the U.S. Bank Fraud Prevention Unit may contact Cardholders by telephone to inform them about the use (or attempted use) of their card in a fraudulent manner. Cardholders can help to prevent fraud by carefully reviewing the Cardholder's Statement. If the Cardholder discovers a fraudulent transaction, the Cardholder should immediately report suspected fraud to the Finance Department's credit card coordinator and the U.S. Bank.

L. AUDITS

All cards are subject to audits on card activity, including retention of receipts/sales slips, improper/fraudulent use, and inappropriate use. Audits will be conducted by the City's contracted auditors and/or City Finance staff. Consequences range from suspension of cards and appropriate discipline up to, and including, termination for improper use of the credit card.

M. ETHICS

Cardholders shall always maintain a high degree of ethics when using a City issued credit card. Cardholder actions, which include the types of purchases made, are a reflection of the City. The appropriateness of all credit card purchases is to remain a significant consideration. If there is doubt as to the appropriateness of a proposed purchase, contact the City's Finance Department's credit card coordinator for confirmation.

N. CHANGING THE DOLLAR AMOUNT CONTROL LIMIT

A *Credit Card Holder Account Form* (Appendix A) must be completed indicating the changes desired and submitted to the Finance Department's Credit card coordinator for processing and for approval by the Finance Director. Changes go into effect within approximately 72 hours from the time they are received by the credit card issuer.

O. INTERNET, PHONE, AND FAX PURCHASES

1. When purchasing over the Internet, phone, or FAX the supplier will request the Cardholder's credit card number and expiration date.
2. For security reasons, ensure others do not overhear or view this information.
3. A user should never enter credit card information into a website that does contain "https" in the URL.
4. The Cardholder needs to ensure the supplier includes an itemized cash register tape, paid invoice and delivery slip with the order. The Cardholder may also have the supplier mail the

documentation to them prior to receiving the orders.

P. PROHIBITED SHARING OF CREDIT CARDS

1. The only person entitled to use a CalCard is the person whose name appears on the face of the card. Allowing another employee or individual to use a City issued credit card without the written consent of the cardholder, Department Head and Finance Director or authorized designee, is prohibited.
2. Cardholders may make City business-related purchases for any employee who reports to the same Department if such purchases are approved by the Department Head. The credit card coordinator and the designated Finance Department staff may make City business-related purchases for any Department with the Finance Director's written authorization. Use by anyone other than the authorized cardholders or Finance Department staff is prohibited.
3. A receipt may be signed by a person other than the Cardholder if it is being used as a delivery receipt for a phone, FAX, or Internet order. In this case the receipt should be signed "Received By" followed by the employee's name accepting the delivery.
4. If a Cardholder wishes to authorize another user, a City of Tracy Credit Card User Authorization Form must be completed and approved by appropriate Department Head and Finance Director or authorized designee.

Q. PARTICIPATING VENDORS/SUPPLIERS

1. The CalCard is a VISA product. Any supplier or merchant who accepts VISA can accept the credit card for purchases allowed under this policy.
2. If a specific needed supplier currently does not accept VISA, notify the Finance Department's credit card coordinator who will work with U.S. bank in an attempt to enroll the vendor in the acceptance program.
3. Gas cards can only be used at the applicable place of business.

R. REQUIRED DOCUMENTATION FOR PURCHASES

1. Each Cardholder is responsible for maintaining a *Credit Card Transmittal Form* (Appendix C) for his/her credit card. This form will contain:
 - a. A credit card form (e.g., the bill one signs⁶), received from the vendor, on which each purchase is recorded.
 - b. All credit card forms and cash register receipts supporting each purchase.
 - c. A signed *Credit Card Transmittal Form* and copies of cash register receipts are required as the supporting documentation for a purchase. Copies of the original receipts must be submitted with the monthly Statement and transmittal form.
 - d. If a merchant provides only a credit card receipt, the Cardholder must attach a written explanation describing each item or service purchased.
 - e. If the cash register receipt provides no detail or description of the purchase, the Cardholder must attach a written explanation, describing each item or service purchased, the date of purchase, card and card number used, vendor name (if CalCard used), justification for purchase, why receipt is not available; and have the explanation signed and approved by the Cardholder's Supervisor and Department Head (If the case of the City Manager or City Attorney, the explanation must be signed by the Assistant City Manager and approved by the Finance Director).
2. Meals, that would otherwise be reimbursable, also require the names of individuals in attendance, and business purpose, i.e. nature of business discussion. This written confirmation must be submitted along with the credit card form and cash register receipt.

S. PAYMENT OF CHARGES

1. All transactions processed during a monthly cycle will be reflected on a monthly Statement of account.

⁶ As an example, if one was dining in a restaurant, it would be the bill or "check" the customer signs; at a store, it is the customer copy that one signs for a credit card purchase.

2. Each Cardholder (gas cards or CalCard) will receive a copy of their monthly Statement of account from the vendor at the end of the monthly cycle. If the Cardholder made no purchases during the month no Statement will be issued.
 - a. During the cycle, Cardholders are responsible for retaining the original copy of all the transaction receipts.
3. Cardholders are to review each monthly Statement of account for accuracy, including transactions, amounts, and vendors and sign the Statement verifying the purchases and amounts.
4. Cardholders must complete:
 - a. A *Voucher Request/Credit Card Transmittal Form* (Appendix C) detailing each purchase on the monthly Statement of account to be paid.
 - b. The budget account numbers to which purchases are to be charged for each transaction.
5. Cardholders are to copy itemized receipts (including electronic receipts) on to an 8 ½ x 11” sheet of paper, in the same order as listed on the monthly Statement, and attach them with a paper clip or other clip (not stapled or taped) to the Statement and *Voucher Request/Credit Card Transmittal Form*. Multiple receipts can be put on a single sheet of paper. If no receipt is available, follow instructions in Section 3 § V “PURCHASES WITHOUT RECEIPTS.”
6. The monthly Statement of account, transmittal form, and copied receipts shall then be submitted to the Cardholder’s Supervisor and Department Head for review, approvals and signatures and forwarded to the **Finance Department’s credit card coordinator by the 10th day of the month.**
7. Cardholders are to keep a record (duplicate copies) of all receipts, written explanations, Statements and forms submitted.
8. Charges will be expensed to the Cardholder’s department by the Finance Department using the account information listed on the monthly Cardholder’s Statement of Account.
9. The Finance Department’s credit card coordinator will review each monthly Statement and, if an exception is identified, will return a *Notification of Exception Memo* (Appendix D) to the Department Head, Supervisor and Cardholder for correction. The Finance Department’s credit card coordinator shall be notified of the exceptions.

Violations noted may lead to card revocation and disciplinary action, up to and including termination.

T. PURCHASES WITHOUT RECEIPTS

For mail, phone, FAX or Internet purchases in which a receipt is not available, use a copy of the completed application, flier or order form as the receipt. It should clearly indicate the total dollar amount, description of the product or service ordered, Cardholder’s name, and that payment was made using the credit card.

1. In all other instances, if the receipts are unavailable, the Cardholder must submit a written explanation (signed by Cardholder’s Department Head and Supervisor) to the Finance Department’s credit card coordinator describing the transaction in detail.
2. If the cash register receipt or the signed credit card form is lost, the Cardholder must submit a written explanation, entitled “Lost Receipt,” describing the transaction in detail. The Cardholder’s Supervisor and Department Head must review and sign the written explanation before it is provided to the Finance Department’s credit card coordinator or Accounts Payable staff.

U. INCORRECT BILLING

If a Cardholder has a problem with a billing, he/she should try to reach a resolution with the providing merchant. The merchant should issue credit for a billing correction. This credit may not appear until the next monthly Statement.

1. The Cardholder must notify in writing (e-mail is acceptable), the Finance Department’s credit card coordinator of impending credit.
2. The Cardholder should not remove or cross out the item on the current monthly Statement or delay processing the payment because of credits or disputes.

3. If an agreement cannot be reached with the merchant, the Cardholder should contact US Bank Customer Service Department, or gas card issuer, listed on the back of the credit card to dispute the charges.
 - a. Prior to contacting US Bank Customer Service Department or gas card issuer, the Cardholder must contact the Finance Department's credit card coordinator and Accounts Payable staff to inform them of the discrepancy for which the Cardholder will be contacting US Bank.

V. LOST OR STOLEN CREDIT CARD

1. If the credit card is lost or stolen, the Cardholder shall immediately call the credit card issuer's 24-hour telephone number (see Section 3. § I.3.).
 - a. The Cardholder must keep a written record of this call, which includes the date, time, and name of the person contacted at the credit card issuer and summary of conversation.
 - b. The Cardholder must immediately notify US Bank, his/her Supervisor, his/her Department Head, and the Finance Department's credit card coordinator.
 - c. The Cardholder must always keep the credit card in a secure location. It should only be accessible to the Cardholder.
2. The Cardholder's Department will be liable for charges made with a stolen card. The liability on a stolen card is in effect until the credit card issuer has been notified and completes a thorough investigation.

W. CHANGE IN DEPARTMENT OR EMPLOYMENT STATUS

If a Cardholder has changed departments or is no longer employed with the City, and the card may not be reissued to a different employee in the Department, the account for the credit card must be closed.

1. The Cardholder's Department Head, or the Department Head's authorized designee must notify the Finance Department's credit card coordinator as soon as notice of departure or resignation is given by the employee. The Department Head will obtain and forward the credit card to the Finance Department's credit card coordinator for processing.
2. A new card can be applied for if the employee changes jobs within the City and his/her new Supervisor and Department Head provides the required written approval (refer to Section 3 §§ B and C).
3. Cardholders who take a requested leave of absence from work that is anticipated to last for 30 days or more, or where the length of the leave is uncertain, must turn in their individual credit card to the Department Head who will hold the card until the employee returns to work. The Finance Department's credit card coordinator must be immediately informed that the card will not be used and a decision may be made whether or not to cancel it.
4. A Cardholder must immediately turn it into his or her Department Head any time the employee is placed on involuntary paid administrative leave pending an investigation into potential misconduct, or for any other business-related reasons. The Finance Department's credit card coordinator must be immediately informed that the card will not be used and a decision will be made regarding its cancellation.
5. If a Cardholder is the City Manager or a Department Head, the credit card shall be forwarded to the Finance Department's credit card coordinator who will close the credit card.
6. When business practice requires, the Finance Director may authorize the Cardholder to keep the same card account while changing departments.

X. CARD INACTIVITY

Card activity is reviewed annually by the Finance Department's credit card coordinator. The Department Head, in consultation with the Finance Director and Finance Department's credit card coordinator, will determine whether or not a card should be canceled because of lack of or minimal use.

Y. CARD REVOCATION

1. Failure to comply with any Policy and procedural requirements may result in immediate revocation of credit card privileges. The City Manager, Assistant City Manager, Finance Director,

Department Head, Supervisor, and the Budget Officer have the right to revoke the use of the credit card with or without cause. This includes, but is not limited to, any of the following:

- a. Loaning the card to an unauthorized employee for use.
 - b. Allowing purchases to be signed for by anyone other than the Cardholders. The exception being a delivery receipt, explained in Section 3 § Q “SHARING CREDIT CARDS.”
 - c. Failure to submit receipts for charges.
 - d. An inadvertent personal purchase occurring for a second time.
 - e. The second time that the monthly Cardholder Statement is submitted to the Finance Department after the 10th day of the month and interest penalties are accessed by the credit card issuer.
 - f. The second time that the attached receipts do not match the item descriptions or dollar amounts listed on the monthly Statement of account.
 - g. Lack of, or minimal, use.
 - h. Extended or uncertain leave of absence of Cardholder
 - i. Cardholder being placed on paid administrative leave
 - j. Termination of employment of a Cardholder.
 - k. Any use contrary to this or any other City Policy.
2. If reported violations constitute revocation of card privileges, the Finance Director and/or credit card coordinator will contact the Cardholder’s Department Head. Information will be provided regarding exceptions to the established policy or requirements that justify the cancellation of the card.
 3. The Department Head shall respond to the Finance Director in writing, either justifying the exceptions or violations, or recommending revocation.
 4. The final decision regarding whether the cardholder’s card should be revoked shall be made jointly by both the Department Head and Finance Director in consultation with the City Attorney.

Z. WHOM TO CONTACT WITHIN CITY

If a Cardholder has questions or experiences problems that are not resolvable by following the procedure outlined in this policy, the Cardholder should contact the following persons:

Primary Contact:

City of Tracy, Finance Department, Credit Card Coordinator (Accounting Technician)
333 Civic Center Plaza
Tracy, CA 95376
Phone: (209) 831-6821 Email: finance@cityoftracy.org

Secondary Contact:

City of Tracy, Finance Department, Finance Division Manager
333 Civic Center Plaza
Tracy, CA 95376
Phone: (209) 831-6840 Email: finance@cityoftracy.org

Approved as to form:

Policy/Procedure approved by:

Thomas Watson, City Attorney

Randall Bradley, City Manager

Attachments:

1. Appendix A
2. Appendix B
3. Appendix C
4. Appendix D

APPENDIX B

Credit Card User Agreement

In connection with my employment, I am being entrusted with a City of Tracy credit card. Upon my acceptance of any such card, I agree to the following conditions:

1. I agree to use the City of Tracy credit card issued to me, or any other City of Tracy card which comes into my possession, only for legitimate, official purposes according to the City of Tracy Administrative Policy and Procedure for use of City issued Credit Cards; for and on behalf of the City of Tracy. **UNDER NO CIRCUMSTANCES WILL I USE A CITY OF TRACY CREDIT CARD FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.** I further understand that the use of a City of Tracy credit card to procure goods or service for other than legitimate, official purposes is fraudulent use. A "legitimate, official" use of a card is defined as using said card to procure goods or services authorized and necessary and ordinary purposes in connection with the operations and activities of the City of Tracy. **AN EMPLOYEE GUILTY OF FRAUDULENT USE MAY BE SUBJECT TO DISCIPLINE UP TO, AND INCLUDING, TERMINATION, AND MAY BE SUBJECT TO CRIMINAL PROSECUTION.**
2. I understand that the use of the credit card will be closely monitored and audited and any discrepancies will be immediately handled with the appropriate action.
3. I understand that the City of Tracy will pay for all authorized and legitimate charges made on this card on behalf of the City of Tracy as determined by the City's Finance Department.
4. I will follow established procedures for the use of the card and said procedures that have been provided to me. I will not allow a third party to use the credit card. Any purchases made with my card will be considered made by me for which I will be accountable.
5. I will be responsible for the safe keeping of the City of Tracy's credit card issued to me. If this card becomes lost or stolen, I will immediately report this to US Bank, and then to my Supervisor, Department Head, and the Finance Department's credit card coordinator.
6. I understand and agree that should I leave employment with the City of Tracy, it is my responsibility to return any card in my possession to the City of Tracy prior to my last day of employment. I further agree to return any cards in my possession to the City of Tracy upon request my Supervisor, Department Head, or the Finance Department's credit card coordinator.
7. I understand that my personal credit will not be affected by the use of the City of Tracy's card for legitimate, official purposes.
8. I certify that I have received, read, and thoroughly understand the Credit Card Policy.

I have read, understand and agree to the conditions above:

Employee Name (PRINT)

Employee Number

Employee Name (SIGNATURE)

Date

AGENDA ITEM 1.K

REQUEST

ADOPT A RESOLUTION ACCEPTING THE UNCLAIMED FUNDS POLICY AND AUTHORIZE THE FINANCE DIRECTOR TO TRANSFER UNCLAIMED FUNDS IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 50050 THROUGH 50057

EXECUTIVE SUMMARY

The Unclaimed Funds Policy establishes the proper disposition and accounting for unclaimed money. Government Code Sections 50050 through 50057 provide the authority for this policy.

DISCUSSION

Funds which are not the property of the City of Tracy that remain unclaimed for a period of more than three (3) years will become the property of the City of Tracy, if not claimed or if no verified complaint is filed and served, on or before the specific date stated in the public notice that is published in a newspaper of general circulation.

Any individual funds that are less than \$15.00 or any funds regardless of amount for which the depositor's name is not known shall be transferred upon the approval of the Finance Director to the fund of origin or if unknown, the General Fund of the City after one year and without the need to publish notice.

When the unclaimed funds become the property of the City of Tracy, the City Council authorizes the Finance Director to transfer the unclaimed funds to the fund of origin or if unknown, the General Fund of the City.

STRATEGIC PLAN

This agenda item addresses Goal 2 of the Governance Strategy to ensure continued fiscal sustainability through financial and budgetary stewardship and meets Objective 1, initiate department-wide review and update of financial policies and procedures.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that City Council adopt a resolution accepting the Unclaimed Funds Policy and authorize the Finance Director to transfer unclaimed funds in accordance with Government Code Sections 50050 through 50057.

Agenda Item 1.K
August 21, 2018
Page 2

Prepared by: Martha Garcia, Finance Manager

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Unclaimed Funds Policy

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Unclaimed Funds Policy

DATE ISSUED: August 21, 2018

SECTION:

Purpose

To establish a policy and procedure for the proper disposition and accounting for unclaimed money in accordance with Government Code Sections 50050 through 50057.

Policy

1. Funds which are not the property of the City of Tracy that remain unclaimed for a period of more than three (3) years will become the property of the City of Tracy, if not claimed or if no verified complaint is filed and served, on or before the specific date stated in the public notice that is published in a newspaper of general circulation.
2. Any individual funds that are less than \$15.00 or any funds regardless of amount for which the depositor's name is not known shall be transferred upon the approval of the Finance Director or designee to the fund of origin or if unknown, the General Fund of the City after one year, or upon court order, and without the need to publish notice.

Procedure

- Unclaimed funds over three years old and over \$15.00 will be identified on an annual basis.
- For funds that have been unclaimed for at least a three year period, a notice will be published once a week for two consecutive weeks in a newspaper of general circulation. The notice shall state the individual or business name (original depositor for receipts, original vendor for stale-dated checks), the amount of money, the fund in which the money is held, and that the money will become the property of the City of on a specific date (not less than 45 nor more than 60 days after the first publication).
- Upon or prior to publication, a party of interest may file a claim for the funds with the Finance Director or designee. The claim must contain the claimant's name, address, telephone number, amount, tax identification number (if applicable), and grounds for the claim, and must be submitted and accepted before the date identified in the notice as the date the funds become the property of the City of Tracy. The Finance Director can require additional information to help substantiate the claim and to establish the authority of the claimant to receive the funds.
- The Finance Director or designee may release the unclaimed funds to the depositor, their heir, beneficiary, or duly appointed representative if claimed prior to the date the funds become the property of the City of Tracy and satisfactory proof has been submitted.

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

- When the unclaimed funds become the property of the City of Tracy, the Finance Director or designee may transfer the unclaimed funds to the fund of origin or if unknown, the General Fund of the City.

Glossary

Unclaimed Monies May include but are not limited to stale dated checks, bond coupons, trust funds, deposits held for various purposes by City departments, and overpayments for City services.

RESOLUTION _____

ACCEPTING THE UNCLAIMED FUNDS POLICY AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER UNCLAIMED FUNDS IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 50050 THROUGH 50057

WHEREAS, The Unclaimed Funds Policy establishes the proper disposition and accounting for unclaimed money per Government Code Sections 50050 through 50057, and

WHEREAS, Funds which are not the property of the City of Tracy that remain unclaimed for a period of more than three (3) years will become the property of the City of Tracy, if not claimed after published notice, and

WHEREAS, Any individual funds that are less than \$15.00 or any funds regardless of the amount for which the depositor's name is not known shall be transferred upon the approval of the Finance Director to the fund of origin or if unknown, to the General Fund of the City after one year and without the need to publish notice, and

WHEREAS, The City Council authorizes the Finance Director to transfer the unclaimed funds to the fund of origin or if unknown, to the General Fund of the City;

NOW, THEREFORE, BE IT RESOLVED, That the City Council does hereby accept the Unclaimed Funds Policy and authorizes the Finance Director to transfer unclaimed funds in accordance with Government Code Sections 50050 through 50057.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 21st day of August, 2018 by the following vote:

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

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.L

REQUEST

ADOPT A RESOLUTION ACCEPTING THE IDENTITY THEFT “RED FLAG” PROGRAM AND DESIGNATE AUTHORITY TO THE FINANCE DIRECTOR AS THE ADMINISTRATOR

EXECUTIVE SUMMARY

Per federal regulations, the City is required to implement an Identity Theft Protection Program to mitigate risk to its employees and customers from data loss and identity theft. By adopting this Program, the City will be in compliance.

DISCUSSION

The Finance Department developed this Identity Theft Program in accordance with the Federal Trade Commission’s Identity Theft Rules (“Red Flag Rule”), which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 (“FACTA”). 16 CFR § 681.1(d). This Program also incorporates the Red Flag Protection Clarification Act of 2010 (“Clarification Act”) and 16 CFR 682.3 of FACTA (“Disposal Rules”).

Pursuant to federal regulations, the City is a creditor because it provides services to customers prior to receipt of payment through customer accounts, including utility service accounts, which are maintained primarily for personal, family, or household purposes and involve multiple payments or transactions, and for which there is a foreseeable risk of identity theft. As a creditor, the City is required to implement an Identity Theft Protection Program.

The risk to the City of Tracy, its employees and customers from data loss and identity theft is of significant concern and can be reduced only through the combined efforts of every employee and consultant. The City of Tracy adopts this program to help protect employees, customers, consultants and the City of Tracy from damages related to the loss or misuse of sensitive information. The Program:

- Defines sensitive information;
- Describes the physical security of data when it is printed on paper;
- Describes the electronic security of data when stored and distributed; and
- Places the City of Tracy in compliance with state and federal laws regarding identity theft protection.

The City Council designates the authority to develop, oversee, implement, and administer the Program to the Finance Director. As part of the Finance Director’s oversight responsibilities for the Program, the Finance Director or designee is required to review and approve all material changes to the Program as necessary to address changing identity theft risks.

STRATEGIC PLAN

This agenda item addresses Goal 2 of the Governance Strategy to ensure continued fiscal sustainability through financial and budgetary stewardship and meets Objective 1, initiate department-wide review and update of financial policies and procedures.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

It is recommended that City Council adopt a resolution accepting the Identity Theft “Red Flag” Program and designate authority to the Finance Director as the Administrator.

Prepared by: Martha Garcia, Finance Manager

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Identity Theft “Red Flag” Program

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Identity Theft “Red Flag” Program

DATE ISSUED: August 21, 2018

SECTION:

I. PROGRAM ADOPTION

The City of Tracy (“City”) developed this Identity Theft Prevention Program (“Program”) in accordance with the Federal Trade Commission’s Identity Theft Rules (“Red Flag Rule”), which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 (“FACTA”). 16 CFR § 681.1(d). This Program also incorporates the Red Flag Protection Clarification Act of 2010 (“Clarification Act”) and 16 CFR 682.3 of FACTA (“Disposal Rules”). This Program was approved by the City Council on _____ 2018.

II. PURPOSE

Pursuant to federal regulations, the City is a creditor because it provides services to customers prior to receipt of payment through customer accounts, including utility service accounts, which are maintained primarily for personal, family, or household purposes and involve multiple payments or transactions, and for which there is a foreseeable risk of identity theft. As a creditor, the City is required to implement an Identity Theft Protection Program.

III. DEFINITIONS

Red Flags, means and refers to, “a pattern, practice, or specific activity that indicates the possible existence of identity theft,” as defined in 16 CFR § 601.1(b)(ii)(9).

Covered Account(s), means and refers to, any account the City offers or maintains that involves or is designated to permit multiple payments or transactions, and any other account the City offers or maintains for which there is a reasonably foreseeable risk to customers, employees, or citizens or to the safety and soundness of the City from Identity Theft. Covered Account(s) is further defined in Section V.C. below.

Customer, means and refers to, a person that has a Covered Account(s) with the City.

Dispose, Disposing, or Disposal, means and refers to, the discarding or abandonment of personal identifying information; or the sale, donation, or transfer of any medium, including computer equipment, upon which personal identifying information is stored.

Identity Theft, means and refers to, “fraud committed using the identifying information of another person,” as defined in 16 CFR 603.2(a).

Personal identifying information, means and refers to, information that may be used to identify a specific person, including, but not limited to, a social security number, date of birth, government issued driver's license or identification number, government passport number, any unique electronic identification number, telephone number or address.

IV. DESIGNATION OF AUTHORITY

The City Council designates the authority to develop, oversee, implement, and administer the Program to the Finance Director or designee.

As part of the Finance Director's oversight responsibilities for the Program, the Finance Director or designee is required to review and approve all material changes to the Program as necessary to address changing identity theft risks.

V. REQUIREMENTS OF THE RED FLAG AND DISPOSAL RULES

A. Red Flags Rule

The City's Program should be designed to detect, prevent, and mitigate identity theft in connection with opening of a covered account or any existing covered account. The Program must be appropriate to the size, complexity and the nature of its operation. The Program must include reasonable policies and procedures to:

- (1) Identify Red Flags for the covered accounts that the City offers and incorporate those Red Flags into its Program,
- (2) Detect Red Flags that have been incorporated into the City's Program,
- (3) Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft, and
- (4) Ensure the Program is updated periodically to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft

B. Disposal Rule

Any government agency that maintains or otherwise possesses personal identifying information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.

C. Covered Account(s)

The City is a creditor for the purposes of FACTA and has determined that it maintains the following Covered Account(s):

1. Utility Accounts
2. Miscellaneous Accounts Receivables
3. Home Loan Receivables

VI. IDENTIFICATION OF RED FLAGS

To identify the Red Flags applicable to the City's Consumer Account(s), the City considers the following Red Flags:

A. Notifications and Warnings from Credit Reporting Agencies

Red Flags

- Alerts, notifications or warnings from a consumer reporting agency;
- A fraud or active duty alert included with a consumer report;
- A notice of credit freeze from a consumer reporting agency in response to a request for a consumer report; or
- A notice of address discrepancy from a consumer reporting agency as defined in § 334.82(b) of the FACTA.

Red flags also include consumer reports that indicate a pattern of activity inconsistent with the history and usual pattern of activity of an applicant or customer, such as:

- A recent and significant increase in the volume of inquiries;
- An unusual number of recently established credit relationships;
- A material change in the use of credit, especially with respect to recently established credit relationships; or
- An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

B. Suspicious Documents

Red Flags

- Documents provided for identification that appear to have been altered or forged.
- The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
- Other information on the identification is not consistent with information provided by the person opening a new account or customer presenting the identification.
- Other information on the identification is not consistent with readily accessible information that is on file with the City, such as a signature card or a recent check.
- An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

C. Suspicious Personal Identifying Information

Red Flags

Personal identifying information provided is inconsistent when compared against external information sources used by the City. For example:

-
-
- The address does not match any address in the consumer report; or
 - The Social Security number (SSN) has not been issued or is listed on the Social Security Administration's Death Master File; or
 - Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.

Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the City. For example:

- The address on an application is the same as the address provided on a fraudulent application; or
- The phone number on an application is the same as the number provided on a fraudulent application.

Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the City. For example:

- The address on an application is fictitious, a mail drop, or a prison; or
- The phone number is invalid or is associated with a pager or answering service.
- The SSN provided is the same as that submitted by other persons opening an account or other customers.
- The address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other customers or other persons opening accounts.
- The customer or the person opening the account fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
- Personal identifying information provided is not consistent with personal identifying information that is on file with the City.
- When using security questions (mother's maiden name, pet's name, etc.), the person opening the Covered Account(s) or the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

D. Unusual use of, or Suspicious Activity related to, Covered Account(s)

Red Flags

Shortly following the notice of a change of address for an account, the City receives a request for new, additional, or replacement goods or services, or for the addition of authorized users on the account.

A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example:

-
-
- The customer fails to make the first payment or makes an initial payment but no subsequent payments.

A Covered Account(s) is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:

- Nonpayment when there is no history of late or missed payments;
- A material change in purchasing or usage patterns

A Covered Account(s) that has been inactive for a reasonably lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).

Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's Covered Account(s).

The City is notified of unauthorized charges or transactions in connection with a customer's Covered Account(s).

E. Alerts from Others

The City is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

VII. DETECTING RED FLAGS

The City uses the following procedures to detect Red Flags identified with opening of accounts and existing accounts.

New Accounts:

- Obtain personal identifying information of an individual to verify his/her identity prior to opening an account.
- Authenticate the identity of customers when they are requesting information about their accounts.
- Review documentation showing the existence of a business entity (example: presentation of a business card, business letterhead, or business license); and
- Independently contact the affected customer if appropriate.

Existing Accounts:

- Verify the identification of customers if they request information (in person, via telephone, via fax, via email).
- Verify the validity of all billing address change requests.
- Verify all requested change to banking information used for payment purposes.

VIII. PREVENTING AND MITIGATING IDENTITY THEFT

If City personnel detect any identified Red Flags, such personnel shall take on or more of the following steps, depending on the degree of risk posed by the Red Flag:

A. Hard Copy Distribution

Each employee and consultant will comply with the following policies:

- File cabinets, desk drawers, overhead cabinets, and any other storage space containing documents with personal identifying information will be locked when not in use.
- Storage rooms containing documents with personal identifying information and record retention areas will be locked at the end of each workday or when unsupervised.
- Desks, workstations, work areas, printers and fax machines, and common shared work areas will be cleared of all documents containing personal identifying information when not in use.
- All computers containing personal identifying information will be locked when not in use.

B. Electronic Distribution

Each employee and consultant performing work for the City of Tracy will comply with the following policy:

- Internally, personal identifying information may be transmitted using approved email.
- Any personal identifying information sent externally must be sent only to approved recipients.
 - Additionally, a statement such as this should be included in all City e-mails: “This email may contain personal identifying information that is subject to protection under state and federal law. This information is intended for the use of the individual named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited and may be punishable by law. If you have received this electronic transmission in error, please notify us immediately by electronic mail (reply).”

C. Employee & Consultant Notification

Periodic email notifications of this policy, no less than once per year, will be sent to all City employees and consultants performing work for the City.

D. Responding To Red Flags

Once identified Red Flags are detected, an employee must act quickly as a rapid appropriate response can protect customers and the City from damages and loss. When activity is detected, gather all related documentation and write a description of the situation. Present this information to the Finance Director or designee for determination. The Finance Director or designee will complete additional authentication to determine whether the attempted transaction was fraudulent or authentic. If a transaction is determined to be fraudulent, appropriate actions must be taken immediately. Actions may include:

- Canceling the transaction;
- Notifying and cooperating with appropriate law enforcement;
- Determining the extent of liability of the City; and

-
-
- Notifying the actual customer that fraud has been attempted.

E. Proper Disposal of Personal Identifying Information

The City will take reasonable measures to protect against unauthorized access to or use of personal identifying information. The following steps will be taken:

- Require City personnel or reputable destruction service provider to shred papers containing personal identifying information so that the information cannot practicably be read or reconstructed;
- Require City personnel or reputable destruction service provider to destruct or erase electronic media containing personal identifying information so that the information cannot practicably be read or reconstructed;
- Prohibit City personnel or service provider from selling, donating, or transferring any medium, including computer equipment, upon which personal identifying information is stored.

IX. Program Updates

At periodic intervals established in the program, or as required, the program will be re-evaluated to determine whether all aspects of the program are up to date and applicable in the current business environment. Periodic reviews will include an assessment of which accounts are covered by the program. As part of the review, Red Flags may be revised, replaced or eliminated. Defining new Red Flags may also be appropriate. Actions to take in the event that fraudulent activity is discovered may also require revision to reduce damage to the City and its customers.

RESOLUTION _____

ACCEPTING THE IDENTITY THEFT "RED FLAG" PROGRAM AND DESIGNATING
AUTHORITY TO THE FINANCE DIRECTOR AS THE ADMINISTRATOR

WHEREAS, The Finance Department developed the Identity Theft Program in accordance with the Federal Trade Commission's Identity Theft Rules ("Red Flag Rule"), which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 ("FACTA"). 16 CFR § 681.1(d), and

WHEREAS, Pursuant to federal regulations, the City is a creditor because it provides services to customers prior to receipt of payment through customer accounts, and

WHEREAS, As a creditor, the City is required to implement an Identity Theft Protection Program, and

WHEREAS, The risk to the City of Tracy, its employees and customers from data loss and identity theft is of significant concern and can be reduced only through the combined efforts of every employee and consultant;

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopt a resolution accepting the Identity Theft "Red Flag" Program and designate authority to the Finance Director develop, oversee, and implement the Program as the Administrator.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 21st day of August, 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.M

REQUEST

AUTHORIZE AMENDMENT TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE AND POSITION CONTROL ROSTER BY APPROVING THE ESTABLISHMENT OF THREE (3) NEW CLASSIFICATION SPECIFICATIONS AND SALARY RANGES FOR LANDSCAPE ARCHITECT, AIRPORT MANAGER AND MEDIA SERVICES SUPERVISOR

EXECUTIVE SUMMARY

This report recommends the establishment of three (3) new classifications of Landscape Architect in the Development Services department, Airport Manager in Parks & Recreation, and Media Services Supervisor in the City Manager's Office and amending the City's Classification and Compensation Plan and Master Salary Schedule to establish salary ranges for these new classifications.

DISCUSSION

Landscape Architect – New Classification

The City has used outside consultants to design landscaping for capital improvement projects which include streetscapes, storm water detention basins, and other public areas, reviewing proposed public landscape improvements and planning documents. The Landscape Architect will perform these tasks. In addition, the Landscape Architect will support planning for landscaping, update City Standards for public landscaping and Master Planning, conduct site visits to inspect landscape construction projects and provide design support during construction.

The recommended salary range for this classification is \$7,493.24 - \$9,108.10 per month.

Airport Manager – New Classification

According to the Federal Aviation Administration, the official airport manager is currently the Parks and Recreation Director. Due to the nature of complex airport operations, maintenance, security and safety requirements, management of the airport is most appropriately delegated to a subject matter expert in the field. The Airport Manager will lead airport operations with oversight of capital improvement programs at the airport, update the airport master plan and will prepare and administer all grants.

Staff recommends that the monthly salary range for Airport Manager be \$6,559.14 – \$7,972.64 per month. Due to the lack of matches with our 10 comparable agencies, this salary was based on internal alignment with like classifications having comparable responsibilities and requirements

Media Services Supervisor – New Classification

An increase in demand for digital communication including an increase in the internal demand for Channel 26 video production yielded a 200% increase of video output with more stylized videos to inform, educate and engage the public within the past five years. As a result, the Media Services Coordinator has experienced a significant shift in work load and responsibilities specifically in the areas of staff supervision, technical trouble shooting, contract development and oversight, project management, and participation in City's marketing and outreach activities. Human Resources recommends reallocation of the Media Services Coordinator to the new classification of Media Services Supervisor and reclassifying the incumbent.

The recommended salary range for this classification is \$5,849.18 - \$7,109.74 per month.

STRATEGIC PLAN

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

Governance Strategy

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

FISCAL IMPACT

This staff report adds the positions to the Position Control Roster. Staff will return at a future City Council meeting to ask for the appropriations of funds to add the positions to the budget. These positions will remain unfilled and unfunded until such requests for funding are made.

RECOMMENDATION

That the City Council, by resolution, authorize the Human Resources Director or designee to amend the City's Classification and Compensation Plans and Master Salary Schedule, and the Budget Officer to amend the Position Control Roster to establish the new classification specifications and salary ranges for Landscape Architect, Airport Manager, and Media Services Supervisor.

Prepared by: Judy Carlos, Human Resources Analyst

Reviewed by: Brian MacDonald, Parks and Recreation Director
Kimberly Murdaugh, Interim Director of Human Resources

Agenda Item 1.M
August 21, 2018
Page 3

Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

Attachment: Exhibit A – Airport Manager Job Description
Exhibit B – Landscape Architect Job Description
Exhibit C – Media Services Supervisor
Exhibit D – Master Salary Schedule

AIRPORT MANAGER

Class Title: Airport Manager
Department: Parks & Recreation
EEO Code:
FLSA Status: Exempt

Class Code:
Bargaining Unit: TMMBU
Effective Date: 08/21/18
Revision History:

DESCRIPTION

Under general direction of the Director, the Airport Manager plans, organizes, directs, supervises, and evaluates the operations and maintenance of airport related facilities.

DISTINGUISHING CHARACTERISTICS

This is a mid-manager level position at the Tracy Municipal Airport, reporting to the Director. The incumbent is responsible for airport operations including maintenance and repair of grounds, facilities and equipment and oversight of airport improvement projects and provides supervision and direction to staff assigned to the Airport.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Develops and implements goals, objectives, policies, procedures and priorities.

Prepares, administers and monitors the airport expenses and revenues.

Plans, assigns, supervises and inspects the work of airport field personnel as it relates to the operation and maintenance of airport facilities.

Recommends the appointment of personnel; provides or coordinates staff training; conducts performance evaluations; implements discipline procedures as required; reviews and evaluates work products, methods and procedures.

Directs, oversees and participates in the development of the airport master plan; assigns work activities, projects and programs.

Interprets and administers existing airport policies and procedures.

Recommends changes and/or new programs, policies or procedures related to airport operations, general safety, maintenance and tenant activities.

Prepares federal and state grant applications and administers the grant process.

Prepares departmental and/or City-wide communications, City Council Reports, informational pieces; makes presentation.

Conducts an annual inspection of City-owned hangars.

Facilitates all other required inspections.

Responds by telephone or in person, as required, to emergency situations at the airport outside of normal business hours.

Inspects and monitors Airport facilities and grounds to preclude hazardous conditions and insure compliance with FAA regulations.

Coordinates Airport operations and maintenance with other City Departments and outside public and private agencies.

Prepares specifications develops requests for proposals, analyzes bids, and participates in the selection of the appropriate vendor.

Oversees noise mitigation efforts and responds to resolve citizen noise complaints.

Monitors commercial and private aircraft operations for compliance with local, State and Federal laws; monitors contractor operations and reviews contractor performance reports.

Promotes public relations; meets with the local airport organizations and acts as liaison to public organizations and government agencies.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Airport operations, maintenance, security, and safety requirements.

All phases of air traffic control procedures.

Federal, state, and local rules and regulations governing airport operations and grant administration.

Principles and practices of organization, administration, budget and personnel management.

Noise abatement problems and procedures.

Ability to:

Organize and direct airport maintenance, security, and operations. Supervise, train, and evaluate assigned staff.

Gather data, analyze and make recommendations regarding procedures, policies and overall operations.

Work under the pressure of deadlines; analyze, research, and solve a wide range of problems.

Communicate effectively, orally and in writing.

Monitor budget and oversee purchasing.

Resolve customer complaints and inquiries and maintain positive working relationships.

EDUCATION AND EXPERIENCE

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

Experience:

Four (4) years of airport operations experience, including one (1) year of supervisory or lead experience.

Education:

Equivalent to a Bachelor's Degree from an accredited college or university with major course work in Aviation Management, Business Administration, Public Administration or a related field.

SPECIAL REQUIREMENTS

This position may require working a flexible schedule.

This position may require a criminal background check and fingerprinting.

LICENSES AND CERTIFICATES

Possession of, or ability to obtain an appropriate, valid California driver license.

TOOLS AND EQUIPMENT

Requires frequent use of personal computer, including word processing, database and spreadsheet programs; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

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

While performing the duties of this job the employee is frequently required to walk, sit, talk and hear, and have the ability to hear and speak over the telephone and in person, manual dexterity to operate a computer and other office equipment.

May occasionally be required to see common colors, detect subtle shades of color, color vision, close vision and the ability to adjust focus; peripheral vision, depth perception, see in confined space entries, identify objects at a distance and at night, perform visual safety inspections, and read text.

Employee will inspect airport facilities to identify safety issues and may occasionally be required to reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; reach above shoulders; move over rough/uneven ground; balance on high or narrow places; twist and turn frequently; climb stairs, ladders, operate a vehicle, and lift up to 50 pounds. Employee must have the mobility to perform these tasks as occasionally required.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee sometimes works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

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

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

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

LANDSCAPE ARCHITECT

Class Title: Landscape Architect
Department: Development Services
EEO Code: 02
FLSA Status: Exempt

Class Code: XXXXX
Bargaining Unit: TMMBU
Effective Date: 08/21/18

DESCRIPTION

The Landscape Architect performs professional landscape architectural work in the design and preparation of parks/landscape plans, bidding, specifications and cost estimates for the development and rehabilitation of capital improvement projects and landscape architectural projects; drafts and inspects parks/landscape plans and installation projects for parks, subdivisions, roadsides, medians, and public facilities; performs plan checking, and other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Landscape Architect is a single position classification responsible for performing the full range of landscape architectural duties. The incumbent is responsible for design and development of plans, specifications and cost estimates for capital improvement projects and review and approval of all landscape improvements to private development and public facilities within the City.

The Landscape Architect receives supervision from the City Engineer and exercises direct supervision over professional, technical and administrative staff as required.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Review parks, subdivision, private development, and other public plans and specifications to ensure compliance with City standards and accepted landscape architectural practices; recommend design changes as needed.

Participate in the preparation of specifications, master plans and concepts for landscape construction and installation projects such as parks, bikeways, playgrounds and park facilities.

Prepare City standards for tree species, planting material, irrigation systems and other construction standards related to landscaping.

Conducts site visits to inspect landscape construction and installation projects upon completion to ensure conformance with plans, specifications, City Standards State and Federal Codes, ordinances and regulations.

Inspect play equipment for compliance with safety and accessibility requirements.

Prepare construction and landscape plans, specifications, and cost estimates for City capital improvement projects and for rights-of-way.

Conduct research, compile, prepare and present oral and written reports, prepare charts, graphs and visual aids and make presentations to professional and public groups, commissions and City Council.

Prepare, manage review Environmental Impact, CEQA, NEPA and other regulatory agency documents and permits.

Assist developers and contractors with technical questions or interpretations regarding the City's landscape standards.

Build and maintain positive working relationships with developers, co-workers, other agencies and the public using principles of good customer service.

Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations of assigned staff; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Landscape architectural design, construction and engineering principles and practices.

Use and adaptability requirements of both native and cultivated plants, shrubs and trees in various landscape environments.

Methods, materials and techniques in the construction, maintenance and repair of landscaped areas and irrigation systems.

Modern principles of plan checking.

Principles of supervision, training and performance evaluation.

Modern office procedures, computer equipment and programs.

Ability to:

Interpret plans, drawings, blueprints and specifications.

Perform advanced plan checking, policy analysis and project review.

Analyze and assemble data to prepare clear and detailed reports.

Interpret and explain City policies and procedures.

Select, supervise, train and evaluate staff.

Communicate clearly and concisely, both orally and in writing.

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

EDUCATION AND EXPERIENCE

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

Experience:

Four years of increasingly responsible experience in landscape architecture, including design and project coordination and a minimum of one year supervisory experience.

Education:

Equivalent to a Bachelor's Degree from an accredited college or university with major coursework in landscape architecture, or a closely related field.

LICENSES AND CERTIFICATES

Possession of, or ability to obtain an appropriate, valid California drivers' license.

Possession of, or ability to obtain a California Certificate of Registration as a Professional Landscape Architect within one year.

TOOLS AND EQUIPMENT

Must be able to effectively use a personal computer including word processing software, motor vehicle, cellular phone, calculator, fax machine, copier, architect and engineering rulers, computer aided design software, etc.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is frequently required to use a keyboard; frequently required to use hands to grasp, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 10 pounds frequently; occasionally up to 25 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

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

Work is performed in a typical temperature controlled office environment subject to typical office noise. This position occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions.

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

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

MEDIA SERVICES SUPERVISOR

Class Title: Media Services Supervisor
Department: City Manager's Office
EEO Code: 02
FLSA Status: Exempt

Class Code: XXXXX
Bargaining Unit: TMMBU
Effective Date: 08/21/18
Revision History:

DESCRIPTION

Under general direction of the Public Information Officer or higher level management staff, the Media Services Supervisor is responsible for managing, developing, organizing and implementing the programming and filming for the City's government and education access channel and development and oversight of professional quality videos for governmental, instructional, training and promotional purposes.

DISTINGUISHING CHARACTERISTICS

This is a mid-manager level classification within the City Manager's Office, responsible for managing the City's government and education access channel, including production of live and recorded meetings, location productions, in-studio productions, programming and supervision of full and part-time technical staff and volunteers.

The Media Services Supervisor receives supervision from higher level supervisory or management staff and exercises direct supervision over full and part-time staff, including assigning work, training, recommending and implementing disciplinary action, and preparing and conducting performance evaluations.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

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

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

Recommend staffing needs, participate in the recruitment and selection, provide training and evaluation of staff, participate in monitoring employee performance objectives; prepare employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Receives, evaluates and prioritizes work requests, develops work plans and assigns work to full and part-time staff, interns, volunteers, temporary employees and/or other assigned staff.

Designs and produces graphics for video production, including captured images from live video or stills, and develops graphics using digital hardware and software or character generator programs.

Develops and monitors the government and education access channel expenditure and revenue

budgets.

Prepares and submits reports, proposals, agreements and other documentation related to City communications as requested by the City Manager's Office.

Operates video cameras, determines shot composition and adjusts equipment for panning, zooming and focusing on subjects; operates audio equipment, monitors microphone sound levels during production and makes adjustments to ensure voice quality.

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

Coordinates and performs pre-production, production, and post production activities.

Reviews and edits raw video footage; reviews and approves final version for submittal to internal and external clients. .

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

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

Schedules and provides oversight of programming to be shown on the government and education access channel. Maintains video standards by analyzing and adjusting the equipment, utilizing test generators, digital meters and reference tools.

Researches new audio visual equipment and provides recommendations regarding the acquisition of new equipment.

Maintains orderly records and files for the video library.

OTHER JOB-RELATED DUTIES

Perform related duties as required.

MINIMUM QUALIFICATIONS

Knowledge of:

Cable television broadcast standards; FCC broadcast regulations and cable rules.

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

Television and video production equipment.

Supervisory techniques, training, and evaluating performance.

Local government structure and operations.

Occupational hazards and standard safety precautions necessary in the work environment.

Budgeting procedures and techniques.

Ability to:

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

Operate a variety of media equipment including audio, video, computer and related electronic equipment.

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

Develop ideas from conceptualization to visual presentation.

Plan, organize, coordinate and direct the activities of personnel and volunteers involved in conducting video productions.

Deal effectively with representatives from schools, social organizations, and the general public.

Gather and prepare clear, accurate statistical and narrative reports.

Work a flexible schedule that includes some evening and weekends.

Communicate effectively, both orally and in writing.

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

Work independently and carry out tasks through to completion.

Exercise initiative and creativity in program planning.

Plan and organize workload for effective use of time.

EXPERIENCE AND EDUCATION

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

Education:

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

Experience:

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

LICENSES AND CERTIFICATES

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

TOOLS AND EQUIPMENT USED

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

Equipment used in the production and editing of government and education access programming.

PHYSICAL DEMANDS

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

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

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

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

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

WORK ENVIRONMENT

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

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

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

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

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

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3106	Accountant*	TMMBU	A	3,230.86	6,461.72	77,540.64	37.2777
			B	3,392.41	6,784.82	81,417.84	39.1417
			C	3,562.03	7,124.06	85,488.72	41.0988
			D	3,740.13	7,480.26	89,763.12	43.1537
			E	3,927.13	7,854.26	94,251.12	45.3113
4112	Accounting Assistant	TTSSEA	A	1,975.90	3,951.80	47,421.60	22.7980
			B	2,074.70	4,149.40	49,792.80	23.9379
			C	2,178.43	4,356.86	52,282.32	25.1348
			D	2,287.36	4,574.72	54,896.64	26.3916
			E	2,401.73	4,803.46	57,641.52	27.7112
4203	Accounting Coordinator	TTSSEA	A	2,824.09	5,648.18	67,778.16	32.5844
			B	2,965.30	5,930.60	71,167.20	34.2137
			C	3,113.57	6,227.14	74,725.68	35.9244
			D	3,269.25	6,538.50	78,462.00	37.7207
			E	3,432.72	6,865.44	82,385.28	39.6068
3103	Accounting Officer*	TMMBU	A	4,210.13	8,420.26	101,043.12	48.5766
			B	4,420.63	8,841.26	106,095.12	51.0053
			C	4,641.66	9,283.32	111,399.84	53.5556
			D	4,873.74	9,747.48	116,969.76	56.2333
			E	5,117.42	10,234.84	122,818.08	59.0449
4201	Accounting Technician	TTSSEA	A	2,429.99	4,859.98	58,319.76	28.0373
			B	2,551.49	5,102.98	61,235.76	29.4391
			C	2,679.06	5,358.12	64,297.44	30.9110
			D	2,813.02	5,626.04	67,512.48	32.4567
			E	2,953.67	5,907.34	70,888.08	34.0795
4101	Administrative Assistant I	TTSSEA	A	1,771.83	3,543.66	42,523.92	20.4434
			B	1,860.42	3,720.84	44,650.08	21.4656
			C	1,953.44	3,906.88	46,882.56	22.5388
			D	2,051.12	4,102.24	49,226.88	23.6659
			E	2,153.68	4,307.36	51,688.32	24.8492
4102	Administrative Assistant II	TTSSEA	A	1,967.16	3,934.32	47,211.84	22.6971
			B	2,065.52	4,131.04	49,572.48	23.8320
			C	2,168.80	4,337.60	52,051.20	25.0237
			D	2,277.23	4,554.46	54,653.52	26.2747
			E	2,391.09	4,782.18	57,386.16	27.5884
8102	Administrative Assistant II-Confidential	CONF	A	2,096.58	4,193.16	50,317.92	24.1904
			B	2,201.41	4,402.82	52,833.84	25.3999
			C	2,311.48	4,622.96	55,475.52	26.6699
			D	2,427.05	4,854.10	58,249.20	28.0033
			E	2,548.41	5,096.82	61,161.84	29.4036
4106	Administrative Assistant III	TTSSEA	A	2,085.80	4,171.60	50,059.20	24.0660
			B	2,190.09	4,380.18	52,562.16	25.2693
			C	2,299.60	4,599.20	55,190.40	26.5328
			D	2,414.58	4,829.16	57,949.92	27.8595
			E	2,535.31	5,070.62	60,847.44	29.2525

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
4107	Administrative Technician	TTSSEA	A	2,429.99	4,859.98	58,319.76	28.0373
			B	2,551.49	5,102.98	61,235.76	29.4391
			C	2,679.06	5,358.12	64,297.44	30.9110
			D	2,813.02	5,626.04	67,512.48	32.4567
			E	2,953.67	5,907.34	70,888.08	34.0795
4425	Airport Coordinator	TTSSEA	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
3510	Airport Manager*	TMMBU	A	3,279.57	6,559.14	78,709.68	37.8397
			B	3,443.54	6,887.08	82,644.96	39.7316
			C	3,615.72	7,231.44	86,777.28	41.7182
			D	3,796.50	7,593.00	91,116.00	43.8041
			E	3,986.32	7,972.64	95,671.68	45.9942
9322	Airport Operations Assistant	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
5522	Animal Services Aide	TEAMSTERS	A	1,402.33	2,804.66	33,655.92	16.1801
			B	1,472.45	2,944.90	35,338.80	16.9892
			C	1,546.08	3,092.16	37,105.92	17.8387
			D	1,623.39	3,246.78	38,961.36	18.7307
			E	1,704.55	3,409.10	40,909.20	19.6671
5521	Animal Services Officer I	TEAMSTERS	A	1,951.77	3,903.54	46,842.48	22.5196
			B	2,049.34	4,098.68	49,184.16	23.6453
			C	2,151.79	4,303.58	51,642.96	24.8274
			D	2,259.39	4,518.78	54,225.36	26.0689
			E	2,372.36	4,744.72	56,936.64	27.3723
5523	Animal Services Officer II	TEAMSTERS	A	2,142.87	4,285.74	51,428.88	24.7245
			B	2,250.02	4,500.04	54,000.48	25.9608
			C	2,362.53	4,725.06	56,700.72	27.2589
			D	2,480.65	4,961.30	59,535.60	28.6218
			E	2,604.70	5,209.40	62,512.80	30.0531
3621	Animal Services Supervisor	TMMBU	A	2,610.43	5,220.86	62,650.32	30.1192
			B	2,740.95	5,481.90	65,782.80	31.6251
			C	2,877.99	5,755.98	69,071.76	33.2063
			D	3,021.89	6,043.78	72,525.36	34.8666
			E	3,172.98	6,345.96	76,151.52	36.6099

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
9616	Aquatics Specialist	LS	A				17.3600
			B				18.2300
			C				19.1400
			D				20.1000
			E				21.1000
9634	Arts Education Coordinator	LS	A				21.6000
			B				22.6800
			C				23.8100
			D				25.0000
			E				26.2500
2573	Assistant City Attorney*	CONF	A	5,946.05	11,892.10	142,705.20	68.6056
			B	6,243.35	12,486.70	149,840.40	72.0359
			C	6,555.52	13,111.04	157,332.48	75.6377
			D	6,883.29	13,766.58	165,198.96	79.4195
			E	7,227.45	14,454.90	173,458.80	83.3904
3308	Assistant City Engineer*	TMMBU	A	5,017.52	10,035.04	120,420.48	57.8922
			B	5,268.40	10,536.80	126,441.60	60.7869
			C	5,531.82	11,063.64	132,763.68	63.8262
			D	5,808.41	11,616.82	139,401.84	67.0175
			E	6,098.84	12,197.68	146,372.16	70.3685
1502	Assistant City Manager*	DH	Min	7092.61	14185.22	170222.67	81.8347
			Max	8621.28	17242.56	206910.77	99.4725
3302	Assistant Civil Engineer*	TMMBU	A	3,377.58	6,755.16	81,061.92	38.9706
			B	3,546.45	7,092.90	85,114.80	40.9190
			C	3,723.78	7,447.56	89,370.72	42.9650
			D	3,909.97	7,819.94	93,839.28	45.1133
			E	4,105.46	8,210.92	98,531.04	47.3689
2682	Assistant Director DES*	CONF	A	5,678.84	11,357.68	136,292.16	65.5226
			B	5,962.78	11,925.56	143,106.72	68.7987
			C	6,260.92	12,521.84	150,262.08	72.2386
			D	6,573.96	13,147.92	157,775.04	75.8505
			E	6,902.66	13,805.32	165,663.84	79.6430
2681	Assistant Director DES/City Engineer*	CONF	A	5,949.60	11,899.20	142,790.40	68.6466
			B	6,247.07	12,494.14	149,929.68	72.0788
			C	6,559.44	13,118.88	157,426.56	75.6829
			D	6,887.40	13,774.80	165,297.60	79.4669
			E	7,231.79	14,463.58	173,562.96	83.4405
5232	Assistant Planner	TEAMSTERS	A	2,803.79	5,607.58	67,290.96	32.3502
			B	2,943.99	5,887.98	70,655.76	33.9678
			C	3,091.19	6,182.38	74,188.56	35.6662
			D	3,245.74	6,491.48	77,897.76	37.4494
			E	3,408.03	6,816.06	81,792.72	39.3219

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3303	Associate Engineer*	TMMBU	A	3,794.37	7,588.74	91,064.88	43.7795
			B	3,984.07	7,968.14	95,617.68	45.9683
			C	4,183.29	8,366.58	100,398.96	48.2669
			D	4,392.45	8,784.90	105,418.80	50.6802
			E	4,612.07	9,224.14	110,689.68	53.2141
3202	Associate Planner*	TMMBU	A	3,211.09	6,422.18	77,066.16	37.0496
			B	3,371.65	6,743.30	80,919.60	38.9022
			C	3,540.23	7,080.46	84,965.52	40.8472
			D	3,717.24	7,434.48	89,213.76	42.8896
			E	3,903.11	7,806.22	93,674.64	45.0342
4451	Box Office Assistant	TTSSEA	A	1,771.83	3,543.66	42,523.92	20.4434
			B	1,860.42	3,720.84	44,650.08	21.4656
			C	1,953.44	3,906.88	46,882.56	22.5388
			D	2,051.12	4,102.24	49,226.88	23.6659
			E	2,153.68	4,307.36	51,688.32	24.8492
4455	Box Office Coordinator	TTSSEA	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
3104	Budget Officer*	CONF	A	4,314.52	8,629.04	103,548.48	49.7810
			B	4,530.25	9,060.50	108,726.00	52.2701
			C	4,756.76	9,513.52	114,162.24	54.8836
			D	4,994.60	9,989.20	119,870.40	57.6278
			E	5,244.34	10,488.68	125,864.16	60.5093
5218	Building and Fire Inspector I	TEAMSTERS	A	2,516.12	5,032.24	60,386.88	29.03
			B	2,641.93	5,283.86	63,406.32	30.48
			C	2,774.02	5,548.04	66,576.48	32.01
			D	2,912.73	5,825.46	69,905.52	33.61
			E	3,058.36	6,116.72	73,400.64	35.29
5219	Building and Fire Inspector II	TEAMSTERS	A	3,213.50	6,427.00	77,124.00	37.08
			B	3,374.19	6,748.38	80,980.56	38.93
			C	3,542.88	7,085.76	85,029.12	40.88
			D	3,720.03	7,440.06	89,280.72	42.92
			E	3,906.02	7,812.04	93,744.48	45.07
5211	Building Inspector I	TEAMSTERS	A	2,739.37	5,478.74	65,744.88	31.61
			B	2,876.34	5,752.68	69,032.16	33.19
			C	3,020.15	6,040.30	72,483.60	34.85
			D	3,171.18	6,342.36	76,108.32	36.59
			E	3,329.74	6,659.48	79,913.76	38.42
5212	Building Inspector II	TEAMSTERS	A	3,060.47	6,120.94	73,451.28	35.31
			B	3,213.50	6,427.00	77,124.00	37.08
			C	3,374.19	6,748.38	80,980.56	38.93
			D	3,542.88	7,085.76	85,029.12	40.88
			E	3,720.03	7,440.06	89,280.72	42.92

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5321	Building Maintenance Worker	TEAMSTERS	A	2,247.95	4,495.90	53,950.80	25.94
			B	2,360.34	4,720.68	56,648.16	27.23
			C	2,478.36	4,956.72	59,480.64	28.60
			D	2,602.28	5,204.56	62,454.72	30.03
			E	2,732.41	5,464.82	65,577.84	31.53
5322	Building Maintenance Worker Assistant	TEAMSTERS	A	2,206.02	4,412.04	52,944.48	25.45
			B	2,316.31	4,632.62	55,591.44	26.73
			C	2,432.12	4,864.24	58,370.88	28.06
			D	2,553.73	5,107.46	61,289.52	29.47
			E	2,681.41	5,362.82	64,353.84	30.94
3341	Building Official*	TMMBU	A	4,867.29	9,734.58	116,814.96	56.1589
			B	5,110.65	10,221.30	122,655.60	58.9668
			C	5,366.19	10,732.38	128,788.56	61.9152
			D	5,634.50	11,269.00	135,228.00	65.0110
			E	5,916.23	11,832.46	141,989.52	68.2616
4502	Building Permit Technician I	TTSSEA	A	2,147.04	4,294.08	51,528.96	24.7726
			B	2,254.39	4,508.78	54,105.36	26.0112
			C	2,367.11	4,734.22	56,810.64	27.3118
			D	2,485.47	4,970.94	59,651.28	28.6774
			E	2,609.75	5,219.50	62,634.00	30.1113
1506	City Attorney*	CONTRACT		8,645.83	17,291.66	207,500.00	99.7557
3110	City Clerk*	TMMBU	A	4,266.96	8,533.92	102,407.04	49.2323
			B	4,480.31	8,960.62	107,527.44	51.6939
			C	4,704.32	9,408.64	112,903.68	54.2785
			D	4,939.53	9,879.06	118,548.72	56.9924
			E	5,186.51	10,373.02	124,476.24	59.8420
1102	City Council Member*			292.50	585.00	7,020.00	
1501	City Manager*	CONTRACT		9,395.83	18,791.66	225,500.00	108.4135
1112	City Treasurer*			378.00	756.00	9,072.00	
9107	Clerical	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
3155	Code Compliance Analyst*	TMMBU	A	3,057.78	6,115.56	73,386.72	35.2807
			B	3,210.67	6,421.34	77,056.08	37.0448
			C	3,371.20	6,742.40	80,908.80	38.8970
			D	3,539.76	7,079.52	84,954.24	40.8418
			E	3,716.75	7,433.50	89,202.00	42.8839

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5202	Code Enforcement Officer	TEAMSTERS	A	2,599.11	5,198.22	62,378.64	29.9886
			B	2,729.06	5,458.12	65,497.44	31.4879
			C	2,865.52	5,731.04	68,772.48	33.0624
			D	3,008.79	6,017.58	72,210.96	34.7155
			E	3,159.24	6,318.48	75,821.76	36.4514
5513	Community Services Officer	TEAMSTERS	A	2,202.35	4,404.70	52,856.40	25.4108
			B	2,312.47	4,624.94	55,499.28	26.6813
			C	2,428.08	4,856.16	58,273.92	28.0152
			D	2,549.49	5,098.98	61,187.76	29.4161
			E	2,676.98	5,353.96	64,247.52	30.8870
3623	Communications Unit Supervisor*	TMMBU	A	3,158.81	6,317.62	75,811.44	36.4464
			B	3,316.75	6,633.50	79,602.00	38.2687
			C	3,482.59	6,965.18	83,582.16	40.1822
			D	3,656.71	7,313.42	87,761.04	42.1912
			E	3,839.56	7,679.12	92,149.44	44.3009
9113	Community Access Coordinator	LS	A				23.7800
			B				24.9600
			C				26.2100
			D				27.5200
			E				28.9000
3210	Community Development Analyst*	TMMBU	A	3,211.09	6,422.18	77,066.16	37.0496
			B	3,371.65	6,743.30	80,919.60	38.9022
			C	3,540.23	7,080.46	84,965.52	40.8472
			D	3,717.24	7,434.48	89,213.76	42.8896
			E	3,903.11	7,806.22	93,674.64	45.0342
3206	Community Devel Program Manager*	TMMBU	A	4,867.27	9,734.54	116,814.48	56.1586
			B	5,110.63	10,221.26	122,655.12	58.9665
			C	5,366.17	10,732.34	128,788.08	61.9150
			D	5,634.48	11,268.96	135,227.52	65.0107
			E	5,916.21	11,832.42	141,989.04	68.2613
3315	Community Preservation Manager*	TMMBU	A	3,794.37	7,588.74	91,064.88	43.7795
			B	3,984.07	7,968.14	95,617.68	45.9683
			C	4,183.29	8,366.58	100,398.96	48.2669
			D	4,392.45	8,784.90	105,418.80	50.6802
			E	4,612.07	9,224.14	110,689.68	53.2141
5222	Construction Inspector I	TEAMSTERS	A	2,916.66	5,833.32	69,999.84	33.6525
			B	3,062.51	6,125.02	73,500.24	35.3353
			C	3,215.63	6,431.26	77,175.12	37.1020
			D	3,376.41	6,752.82	81,033.84	38.9571
			E	3,545.24	7,090.48	85,085.76	40.9050

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5223	Construction Inspector II	TEAMSTERS	A	3,062.33	6,124.66	73,495.92	35.3332
			B	3,215.44	6,430.88	77,170.56	37.0998
			C	3,376.21	6,752.42	81,029.04	38.9548
			D	3,545.04	7,090.08	85,080.96	40.9027
			E	3,722.28	7,444.56	89,334.72	42.9477
3501	Community Services Supervisor*	TMMBU	A	3,522.96	7,045.92	84,551.04	40.6480
			B	3,699.10	7,398.20	88,778.40	42.6803
			C	3,884.06	7,768.12	93,217.44	44.8144
			D	4,078.26	8,156.52	97,878.24	47.0550
			E	4,282.17	8,564.34	102,772.08	49.4078
4605	Crime Analyst	TTSSEA	A	2,651.15	5,302.30	63,627.60	30.5890
			B	2,783.71	5,567.42	66,809.04	32.1185
			C	2,922.90	5,845.80	70,149.60	33.7245
			D	3,069.05	6,138.10	73,657.20	35.4108
			E	3,222.50	6,445.00	77,340.00	37.1813
5514	Crime Prevention Specialist	TEAMSTERS	A	2,350.89	4,701.78	56,421.36	27.1246
			B	2,468.45	4,936.90	59,242.80	28.4810
			C	2,591.87	5,183.74	62,204.88	29.9050
			D	2,721.45	5,442.90	65,314.80	31.4001
			E	2,857.51	5,715.02	68,580.24	32.9700
5517	Crime Scene Technician	TEAMSTERS	A	2,517.04	5,034.08	60,408.96	29.0417
			B	2,642.89	5,285.78	63,429.36	30.4937
			C	2,775.03	5,550.06	66,600.72	32.0183
			D	2,913.78	5,827.56	69,930.72	33.6192
			E	3,059.48	6,118.96	73,427.52	35.3003
3622	Crime Scene Unit Supervisor	TMMBU	A	2,640.46	5,280.92	63,371.04	30.4657
			B	2,772.47	5,544.94	66,539.28	31.9888
			C	2,911.08	5,822.16	69,865.92	33.5881
			D	3,056.64	6,113.28	73,359.36	35.2676
			E	3,209.47	6,418.94	77,027.28	37.0309
1108	Cultural Arts Commissioner			Stipend \$50.00 per meeting			
3525	Cultural Arts Manager - Performing Arts*	TMMBU	A	3,522.97	7,045.94	84,551.28	40.6481
			B	3,699.11	7,398.22	88,778.64	42.6804
			C	3,884.07	7,768.14	93,217.68	44.8145
			D	4,078.27	8,156.54	97,878.48	47.0552
			E	4,282.19	8,564.38	102,772.56	49.4080
3524	Cultural Arts Manager - Visual Arts*	TMMBU	A	3,522.97	7,045.94	84,551.28	40.6481
			B	3,699.11	7,398.22	88,778.64	42.6804
			C	3,884.07	7,768.14	93,217.68	44.8145
			D	4,078.27	8,156.54	97,878.48	47.0552
			E	4,282.19	8,564.38	102,772.56	49.4080

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
9552	D.A.R.E Officer	LS	A				31.3900
			B				32.9600
			C				34.6000
			D				36.3300
			E				38.1500
2571	Deputy City Attorney I*	CONF	A	4,668.40	9,336.80	112,041.60	53.8641
			B	4,901.82	9,803.64	117,643.68	56.5573
			C	5,146.92	10,293.84	123,526.08	59.3853
			D	5,404.27	10,808.54	129,702.48	62.3546
			E	5,674.47	11,348.94	136,187.28	65.4721
2572	Deputy City Attorney II*	CONF	A	5,135.25	10,270.50	123,246.00	59.2506
			B	5,392.02	10,784.04	129,408.48	62.2132
			C	5,661.61	11,323.22	135,878.64	65.3238
			D	5,944.70	11,889.40	142,672.80	68.5901
			E	6,241.93	12,483.86	149,806.32	72.0195
4116	Deputy City Clerk	TTSSEA	A	2,610.09	5,220.18	62,642.16	30.1153
			B	2,740.60	5,481.20	65,774.40	31.6211
			C	2,877.62	5,755.24	69,062.88	33.2020
			D	3,021.51	6,043.02	72,516.24	34.8622
			E	3,172.58	6,345.16	76,141.92	36.6053
1515	Development & Engineering Services Director*	DH	Min	6948.51	13897.02	166764.23	80.1720
			Max	8444.48	16888.96	202667.59	97.4326
2561	Division Manager I*	CONF	A	4,007.14	8,014.28	96,171.36	46.2345
			B	4,207.50	8,415.00	100,980.00	48.5462
			C	4,417.87	8,835.74	106,028.88	50.9735
			D	4,638.76	9,277.52	111,330.24	53.5221
			E	4,870.69	9,741.38	116,896.56	56.1981
3161	Division Manager I*	TMMBU	A	3,910.17	7,820.34	93,844.08	45.1156
			B	4,105.68	8,211.36	98,536.32	47.3714
			C	4,310.97	8,621.94	103,463.28	49.7400
			D	4,526.51	9,053.02	108,636.24	52.2270
			E	4,752.83	9,505.66	114,067.92	54.8382
3162	Division Manager II*	TMMBU	A	4,557.71	9,115.42	109,385.04	52.5869
			B	4,785.59	9,571.18	114,854.16	55.2162
			C	5,024.87	10,049.74	120,596.88	57.9770
			D	5,276.11	10,552.22	126,626.64	60.8759
			E	5,539.92	11,079.84	132,958.08	63.9197

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3209	Economic Devel Management Analyst*	TMMBU	A	3,406.02	6,812.04	81,744.48	39.2987
			B	3,576.32	7,152.64	85,831.68	41.2636
			C	3,755.14	7,510.28	90,123.36	43.3269
			D	3,942.90	7,885.80	94,629.60	45.4933
			E	4,140.05	8,280.10	99,361.20	47.7680
3207	Economic Development Manager*	TMMBU	A	4,210.13	8,420.26	101,043.12	48.5766
			B	4,420.63	8,841.26	106,095.12	51.0053
			C	4,641.66	9,283.32	111,399.84	53.5556
			D	4,873.74	9,747.48	116,969.76	56.2333
			E	5,117.42	10,234.84	122,818.08	59.0449
5324	Electrician	TEAMSTERS	A	2,932.66	5,865.32	70,383.84	33.8371
			B	3,079.32	6,158.64	73,903.68	35.5292
			C	3,233.27	6,466.54	77,598.48	37.3055
			D	3,394.93	6,789.86	81,478.32	39.1708
			E	3,564.68	7,129.36	85,552.32	41.1293
3711	Emergency Medical Services Manager*	TMMBU	A	3,793.62	7,587.24	91,046.88	43.7709
			B	3,983.30	7,966.60	95,599.20	45.9594
			C	4,182.47	8,364.94	100,379.28	48.2574
			D	4,391.60	8,783.20	105,398.40	50.6704
			E	4,611.17	9,222.34	110,668.08	53.2038
3309	Engineering Program Manager*	TMMBU	A	4,561.38	9,122.76	109,473.12	52.6293
			B	4,789.45	9,578.90	114,946.80	55.2608
			C	5,028.92	10,057.84	120,694.08	58.0238
			D	5,280.36	10,560.72	126,728.64	60.9249
			E	5,544.39	11,088.78	133,065.36	63.9713
5221	Engineering Technician I	TEAMSTERS	A	2,567.53	5,135.06	61,620.72	29.6242
			B	2,695.90	5,391.80	64,701.60	31.1053
			C	2,830.69	5,661.38	67,936.56	32.6606
			D	2,972.23	5,944.46	71,333.52	34.2936
			E	3,120.84	6,241.68	74,900.16	36.0083
5225	Engineering Technician II	TEAMSTERS	A	2,695.91	5,391.82	64,701.84	31.1055
			B	2,830.70	5,661.40	67,936.80	32.6607
			C	2,972.25	5,944.50	71,334.00	34.2939
			D	3,120.87	6,241.74	74,900.88	36.0087
			E	3,276.89	6,553.78	78,645.36	37.8088
5425	Environmental Compliance Officer	TEAMSTERS	A	2,620.59	5,241.18	62,894.16	30.2364
			B	2,751.61	5,503.22	66,038.64	31.7481
			C	2,889.18	5,778.36	69,340.32	33.3354
			D	3,033.65	6,067.30	72,807.60	35.0023
			E	3,185.33	6,370.66	76,447.92	36.7524
5424	Environmental Compliance Technician	TEAMSTERS	A	2,137.16	4,274.32	51,291.84	24.6586
			B	2,244.03	4,488.06	53,856.72	25.8917
			C	2,356.21	4,712.42	56,549.04	27.1860
			D	2,474.02	4,948.04	59,376.48	28.5453
			E	2,597.75	5,195.50	62,346.00	29.9729

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5313	Equipment Mechanic I	TEAMSTERS	A	2,359.62	4,719.24	56,630.88	27.2253
			B	2,477.60	4,955.20	59,462.40	28.5866
			C	2,601.48	5,202.96	62,435.52	30.0159
			D	2,731.55	5,463.10	65,557.20	31.5167
			E	2,868.12	5,736.24	68,834.88	33.0924
5314	Equipment Mechanic II	TEAMSTERS	A	2,477.59	4,955.18	59,462.16	28.5865
			B	2,601.48	5,202.96	62,435.52	30.0159
			C	2,731.54	5,463.08	65,556.96	31.5166
			D	2,868.12	5,736.24	68,834.88	33.0924
			E	3,011.53	6,023.06	72,276.72	34.7471
4108	Executive Assistant	TTSSEA	A	2,392.97	4,785.94	57,431.28	27.6101
			B	2,512.62	5,025.24	60,302.88	28.9907
			C	2,638.25	5,276.50	63,318.00	30.4402
			D	2,770.17	5,540.34	66,484.08	31.9623
			E	2,908.67	5,817.34	69,808.08	33.5603
8108	Executive Assistant - Confidential	CONF	A	2,550.41	5,100.82	61,209.84	29.4267
			B	2,677.94	5,355.88	64,270.56	30.8981
			C	2,811.83	5,623.66	67,483.92	32.4429
			D	2,952.42	5,904.84	70,858.08	34.0651
			E	3,100.04	6,200.08	74,400.96	35.7683
2581	Executive Assistant to City Manager*	CONF	A	2,912.74	5,825.48	69,905.76	33.6072
			B	3,058.37	6,116.74	73,400.88	35.2875
			C	3,211.29	6,422.58	77,070.96	37.0519
			D	3,371.86	6,743.72	80,924.64	38.9046
			E	3,540.45	7,080.90	84,970.80	40.8498
3423	Facilities Maint Superintendent*	TMMBU	A	4,084.52	8,169.04	98,028.48	47.1273
			B	4,288.74	8,577.48	102,929.76	49.4836
			C	4,503.18	9,006.36	108,076.32	51.9578
			D	4,728.34	9,456.68	113,480.16	54.5557
			E	4,964.75	9,929.50	119,154.00	57.2834
9635	Facility Attendant	LS	A				14.5200
			B				15.2500
			C				16.0100
			D				16.8100
			E				17.6500
1522	Finance Director*	DH	Min	6482.97	12965.94	155591.35	74.8006
			Max	7873.75	15747.50	188969.94	90.8475
2525	Finance Division Manager*	CONF	A	4,670.73	9,341.46	112,097.52	53.8910
			B	4,904.27	9,808.54	117,702.48	56.5856
			C	5,149.49	10,298.98	123,587.76	59.4149
			D	5,406.96	10,813.92	129,767.04	62.3856
			E	5,677.32	11,354.64	136,255.68	65.5050

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3715	Fire Battalion Chief*	SCFCA	A	4,339.70	8,679.40	104,152.80	35.7677
			B	4,556.69	9,113.38	109,360.56	37.5562
			C	4,784.51	9,569.02	114,828.24	39.4339
			D	5,023.74	10,047.48	120,569.76	41.4056
			E	5,274.93	10,549.86	126,598.32	43.4759
7105	Fire Captain	TFFA	A	3,606.21	7,212.42	86,549.04	29.7223
			B	3,786.64	7,573.28	90,879.36	31.2094
			C	3,975.85	7,951.70	95,420.40	32.7689
			D	4,174.64	8,349.28	100,191.36	34.4073
			E	4,383.37	8,766.74	105,200.88	36.1277
1514	Fire Chief*	DH	Min	6948.51	13897.02	166764.23	80.1720
			Max	8444.48	16888.96	202667.59	97.4326
2751	Fire Division Chief*	CONF	A	5,678.70	11,357.40	136,288.80	65.5209
			B	5,962.63	11,925.26	143,103.12	68.7969
			C	6,260.77	12,521.54	150,258.48	72.2369
			D	6,573.81	13,147.62	157,771.44	75.8487
			E	6,902.50	13,805.00	165,660.00	79.6412
7103	Fire Engineer	TFFA	A	3,173.86	6,347.72	76,172.64	26.1589
			B	3,332.53	6,665.06	79,980.72	27.4667
			C	3,499.18	6,998.36	83,980.32	28.8402
			D	3,674.14	7,348.28	88,179.36	30.2822
			E	3,857.85	7,715.70	92,588.40	31.7963
5213	Fire Inspector	TEAMSTERS	A	3,060.47	6,120.94	73,451.28	35.3118
			B	3,213.50	6,427.00	77,124.00	37.0774
			C	3,374.19	6,748.38	80,980.56	38.9315
			D	3,542.88	7,085.76	85,029.12	40.8778
			E	3,720.03	7,440.06	89,280.72	42.9218
2752	Fire Marshal*	CONF	A	4,988.01	9,976.02	119,712.24	57.5517
			B	5,237.40	10,474.80	125,697.60	60.4292
			C	5,499.28	10,998.56	131,982.72	63.4508
			D	5,774.25	11,548.50	138,582.00	66.6234
			E	6,062.95	12,125.90	145,510.80	69.9544
9563	Fire Reserve	LS	A				11.0000
7102	Firefighter	TFFA	A	2,811.81	5,623.62	67,483.44	23.1749
			B	2,952.38	5,904.76	70,857.12	24.3335
			C	3,100.01	6,200.02	74,400.24	25.5502
			D	3,255.00	6,510.00	78,120.00	26.8277
			E	3,417.75	6,835.50	82,026.00	28.1690
9565	Firefighter Trainee	LS	A	1,892.56	3,785.12	45,421.44	21.8364
				(70% OF STEP A, FIREFIGHTER)			

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
7108	Firefighter/Paramedic	TFFA	A	3,163.44	6,326.88	75,922.56	26.0730
			B	3,321.61	6,643.22	79,718.64	27.3767
			C	3,487.70	6,975.40	83,704.80	28.7456
			D	3,662.08	7,324.16	87,889.92	30.1828
			E	3,845.19	7,690.38	92,284.56	31.6920
3404	Fleet Supervisor*	TMMBU	A	3,279.57	6,559.14	78,709.68	37.8397
			B	3,443.54	6,887.08	82,644.96	39.7316
			C	3,615.72	7,231.44	86,777.28	41.7182
			D	3,796.50	7,593.00	91,116.00	43.8041
			E	3,986.32	7,972.64	95,671.68	45.9942
4206	GIS Technician	TTSSEA	A	2,651.15	5,302.30	63,627.60	30.5890
			B	2,783.71	5,567.42	66,809.04	32.1185
			C	2,922.90	5,845.80	70,149.60	33.7245
			D	3,069.05	6,138.10	73,657.20	35.4108
			E	3,222.50	6,445.00	77,340.00	37.1813
2511	Human Resources Analyst I*	CONF	A	3,035.29	6,070.58	72,846.96	35.0212
			B	3,187.06	6,374.12	76,489.44	36.7724
			C	3,346.40	6,692.80	80,313.60	38.6108
			D	3,513.72	7,027.44	84,329.28	40.5414
			E	3,689.41	7,378.82	88,545.84	42.5685
2512	Human Resources Analyst II*	CONF	A	3,490.49	6,980.98	83,771.76	40.2733
			B	3,665.01	7,330.02	87,960.24	42.2870
			C	3,848.26	7,696.52	92,358.24	44.4013
			D	4,040.68	8,081.36	96,976.32	46.6214
			E	4,242.72	8,485.44	101,825.28	48.9526
1518	Human Resources Director*	DH	Min	6482.97	12965.94	155591.35	74.8006
			Max	7873.75	15747.50	188969.89	90.8475
2562	Human Resources Manager*	CONF	A	4,670.73	9,341.46	112,097.52	53.8910
			B	4,904.27	9,808.54	117,702.48	56.5856
			C	5,149.49	10,298.98	123,587.76	59.4149
			D	5,406.96	10,813.92	129,767.04	62.3856
			E	5,677.32	11,354.64	136,255.68	65.5050
4301	Human Resources Technician	CONF	A	2,589.86	5,179.72	62,156.64	29.8819
			B	2,719.36	5,438.72	65,264.64	31.3760
			C	2,855.33	5,710.66	68,527.92	32.9448
			D	2,998.09	5,996.18	71,954.16	34.5920
			E	3,148.00	6,296.00	75,552.00	36.3217
4204	Information Systems Technician I	TTSSEA	A	2,305.36	4,610.72	55,328.64	26.5993
			B	2,420.63	4,841.26	58,095.12	27.9293
			C	2,541.67	5,083.34	61,000.08	29.3258
			D	2,668.75	5,337.50	64,050.00	30.7921
			E	2,802.18	5,604.36	67,252.32	32.3316

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
4205	Information Systems Technician II	TTSSEA	A	2,651.15	5,302.30	63,627.60	30.5890
			B	2,783.71	5,567.42	66,809.04	32.1185
			C	2,922.90	5,845.80	70,149.60	33.7245
			D	3,069.05	6,138.10	73,657.20	35.4108
			E	3,222.50	6,445.00	77,340.00	37.1813
2553	Information Technology Manager*	CONF	A	4,670.73	9,341.46	112,097.52	53.8910
			B	4,904.27	9,808.54	117,702.48	56.5856
			C	5,149.49	10,298.98	123,587.76	59.4149
			D	5,406.96	10,813.92	129,767.04	62.3856
			E	5,677.32	11,354.64	136,255.68	65.5050
3111	Information Technology Specialist*	TMMBU	A	3,308.66	6,617.32	79,407.84	38.1754
			B	3,474.09	6,948.18	83,378.16	40.0841
			C	3,647.79	7,295.58	87,546.96	42.0883
			D	3,830.18	7,660.36	91,924.32	44.1927
			E	4,021.69	8,043.38	96,520.56	46.4023
5413	Instrumentation Technician	TEAMSTERS	A	2,922.04	5,844.08	70,128.96	33.7145
			B	3,068.15	6,136.30	73,635.60	35.4004
			C	3,221.56	6,443.12	77,317.44	37.1704
			D	3,382.63	6,765.26	81,183.12	39.0288
			E	3,551.76	7,103.52	85,242.24	40.9803
9108	Intern-Generalist	LS	A				15.1400
			B				15.8900
			C				16.6900
			D				17.5200
			E				18.4000
1503	Interim Assistant City Manager	DEPT HEAD	MIN	8,661.12	17,322.24	207,866.88	99.9322
			MAX	9,288.93	18,577.86	222,934.35	107.1758
5224	Junior Engineer	TEAMSTERS	A	2,965.07	5,930.14	71,161.68	34.2110
			B	3,113.32	6,226.64	74,719.68	35.9215
			C	3,268.98	6,537.96	78,455.52	37.7175
			D	3,432.43	6,864.86	82,378.32	39.6034
			E	3,604.05	7,208.10	86,497.20	41.5836
5423	Laboratory Quality Assurance Officer	TEAMSTERS	A	2,751.69	5,503.38	66,040.56	31.7490
			B	2,889.28	5,778.56	69,342.72	33.3366
			C	3,033.74	6,067.48	72,809.76	35.0033
			D	3,185.43	6,370.86	76,450.32	36.7535
			E	3,344.70	6,689.40	80,272.80	38.5912
5421	Laboratory Technician I	TEAMSTERS	A	2,329.92	4,659.84	55,918.08	26.8827
			B	2,446.41	4,892.82	58,713.84	28.2267
			C	2,568.74	5,137.48	61,649.76	29.6382
			D	2,697.17	5,394.34	64,732.08	31.1200
			E	2,832.02	5,664.04	67,968.48	32.6759

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5422	Laboratory Technician II	TEAMSTERS	A	2,435.01	4,870.02	58,440.24	28.0952
			B	2,556.75	5,113.50	61,362.00	29.4998
			C	2,684.59	5,369.18	64,430.16	30.9748
			D	2,818.82	5,637.64	67,651.68	32.5236
			E	2,959.76	5,919.52	71,034.24	34.1498
3508	Landscape Architect*	TMMBU	A	3,746.62	7,493.24	89,918.88	43.2286
			B	3,933.96	7,867.92	94,415.04	45.3901
			C	4,130.65	8,261.30	99,135.60	47.6595
			D	4,337.18	8,674.36	104,092.32	50.0425
			E	4,554.05	9,108.10	109,297.20	52.5447
5504	Lead Public Safety Dispatcher	TEAMSTERS	A	2,980.48	5,960.96	71,531.52	34.3888
			B	3,129.51	6,259.02	75,108.24	36.1083
			C	3,285.99	6,571.98	78,863.76	37.9138
			D	3,450.29	6,900.58	82,806.96	39.8095
			E	3,622.81	7,245.62	86,947.44	41.8000
4109	Legal Secretary	CONF	A	2,781.81	5,563.62	66,763.44	32.0966
			B	2,920.90	5,841.80	70,101.60	33.7014
			C	3,066.95	6,133.90	73,606.80	35.3865
			D	3,220.30	6,440.60	77,287.20	37.1559
			E	3,381.31	6,762.62	81,151.44	39.0136
9636	Lifeguard	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
9303	Maintenance Aide	LS	A				12.3400
			B				12.9600
			C				13.6100
			D				14.2900
			E				15.0000
5301	Maintenance Worker I	TEAMSTERS	A	1,736.76	3,473.52	41,682.24	20.0388
			B	1,823.60	3,647.20	43,766.40	21.0407
			C	1,914.78	3,829.56	45,954.72	22.0928
			D	2,010.52	4,021.04	48,252.48	23.1974
			E	2,111.05	4,222.10	50,665.20	24.3573
5303	Maintenance Worker II	TEAMSTERS	A	2,206.02	4,412.04	52,944.48	25.4531
			B	2,316.31	4,632.62	55,591.44	26.7256
			C	2,432.12	4,864.24	58,370.88	28.0618
			D	2,553.73	5,107.46	61,289.52	29.4650
			E	2,681.41	5,362.82	64,353.84	30.9382
3151	Management Analyst I*	TMMBU	A	2,961.84	5,923.68	71,084.16	34.1738
			B	3,109.92	6,219.84	74,638.08	35.8823
			C	3,265.42	6,530.84	78,370.08	37.6765
			D	3,428.68	6,857.36	82,288.32	39.5602
			E	3,600.13	7,200.26	86,403.12	41.5384

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3152	Management Analyst II*	TMMBU	A	3,406.02	6,812.04	81,744.48	39.2987
			B	3,576.32	7,152.64	85,831.68	41.2636
			C	3,755.14	7,510.28	90,123.36	43.3269
			D	3,942.90	7,885.80	94,629.60	45.4933
			E	4,140.05	8,280.10	99,361.20	47.7680
1101	Mayor*			342.50	685.00	8,220.00	
4207	Media Services Coordinator	TTSSEA	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
3527	Media Services Supervisor*	TMMBU	A	2,924.59	5,849.18	70,190.16	33.7440
			B	3,070.83	6,141.66	73,699.92	35.4313
			C	3,224.36	6,448.72	77,384.64	37.2027
			D	3,385.58	6,771.16	81,253.92	39.0629
			E	3,554.87	7,109.74	85,316.88	41.0162
5531	Meter Reader	TEAMSTERS	A	1,504.88	3,009.76	36,117.12	17.3633
			B	1,580.10	3,160.20	37,922.40	18.2312
			C	1,659.13	3,318.26	39,819.12	19.1431
			D	1,742.06	3,484.12	41,809.44	20.0999
			E	1,829.18	3,658.36	43,900.32	21.1051
1107	Parks Commissioner			Stipend of \$50.00 per meeting			
1516	Parks & Community Services Director*	DH	Min	6,482.97	12,965.94	155,591.25	74.8006
			Max	7,873.75	15,747.50	188,969.94	90.8475
3509	Parks Planning & Development Manager	TMMBU	A	3,746.62	7,493.24	89,918.88	43.2286
			B	3,933.96	7,867.92	94,415.04	45.3901
			C	4,130.65	8,261.30	99,135.60	47.6595
			D	4,337.18	8,674.36	104,092.32	50.0425
			E	4,554.05	9,108.10	109,297.20	52.5447
4202	Payroll Coordinator	TTSSEA	A	2,824.09	5,648.18	67,778.16	32.5844
			B	2,965.30	5,930.60	71,167.20	34.2137
			C	3,113.57	6,227.14	74,725.68	35.9244
			D	3,269.25	6,538.50	78,462.00	37.7207
			E	3,432.72	6,865.44	82,385.28	39.6068
3306	Plan Check Engineer	TMMBU	A	4,561.25	9,122.50	109,470.00	52.6278
			B	4,789.31	9,578.62	114,943.44	55.2591
			C	5,028.78	10,057.56	120,690.72	58.0222
			D	5,280.23	10,560.46	126,725.52	60.9234
			E	5,544.24	11,088.48	133,061.76	63.9695
1106	Planning Commissioner			Stipend of \$50.00 per meeting			

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5215	Plans Check Examiner	TEAMSTERS	A	3,301.46	6,602.92	79,235.04	38.0923
			B	3,466.56	6,933.12	83,197.44	39.9972
			C	3,639.89	7,279.78	87,357.36	41.9971
			D	3,821.86	7,643.72	91,724.64	44.0967
			E	4,012.98	8,025.96	96,311.52	46.3018
3410	Plant Maintenance Supervisor	TMMBU	A	3,403.76	6,807.52	81,690.24	39.2726
			B	3,573.95	7,147.90	85,774.80	41.2363
			C	3,752.65	7,505.30	90,063.60	43.2981
			D	3,940.28	7,880.56	94,566.72	45.4630
			E	4,137.30	8,274.60	99,295.20	47.7362
5411	Plant Mechanic I	TEAMSTERS	A	2,661.62	5,323.24	63,878.88	30.7098
			B	2,794.70	5,589.40	67,072.80	32.2453
			C	2,934.44	5,868.88	70,426.56	33.8576
			D	3,081.16	6,162.32	73,947.84	35.5505
			E	3,235.22	6,470.44	77,645.28	37.3280
5412	Plant Mechanic II	TEAMSTERS	A	2,728.15	5,456.30	65,475.60	31.4774
			B	2,864.56	5,729.12	68,749.44	33.0513
			C	3,007.79	6,015.58	72,186.96	34.7039
			D	3,158.17	6,316.34	75,796.08	36.4390
			E	3,316.07	6,632.14	79,585.68	38.2609
4601	Police Assistant	TTSSEA	A	1,771.83	3,543.66	42,523.92	20.4434
			B	1,860.42	3,720.84	44,650.08	21.4656
			C	1,953.44	3,906.88	46,882.56	22.5388
			D	2,051.12	4,102.24	49,226.88	23.6659
			E	2,153.68	4,307.36	51,688.32	24.8492
6212	Police Captain*	TPMA	A	5,740.81	11,481.62	137,779.44	66.2376
			B	6,027.86	12,055.72	144,668.64	69.5496
			C	6,329.25	12,658.50	151,902.00	73.0270
			D	6,645.71	13,291.42	159,497.04	76.6783
			E	6,978.02	13,956.04	167,472.48	80.5125
1513	Police Chief*	DH	Min	7381.75	14763.50	177162.09	85.1708
			Max	8972.60	17945.20	215342.40	103.5260
6103	Police Corporal	TPOA	A	3,508.40	7,016.80	84,201.60	40.4800
			B	3,683.84	7,367.68	88,412.16	42.5042
			C	3,868.03	7,736.06	92,832.72	44.6294
			D	4,061.44	8,122.88	97,474.56	46.8610
			E	4,264.51	8,529.02	102,348.24	49.2040
9501	Police Intern/Parking Enforcement Officer	LS	A				14.4000
			B				15.1200
			C				15.8700
			D				16.6700
			E				17.5000

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
6211	Police Lieutenant*	TPMA	A	4,968.54	9,937.08	119,244.96	57.3271
			B	5,216.96	10,433.92	125,207.04	60.1934
			C	5,477.82	10,955.64	131,467.68	63.2032
			D	5,751.70	11,503.40	138,040.80	66.3632
			E	6,039.28	12,078.56	144,942.72	69.6813
6102	Police Officer	TPOA	A	3,189.46	6,378.92	76,547.04	36.8000
			B	3,348.93	6,697.86	80,374.32	38.6400
			C	3,516.39	7,032.78	84,393.36	40.5722
			D	3,692.22	7,384.44	88,613.28	42.6009
			E	3,876.82	7,753.64	93,043.68	44.7308
4103	Police Records Assistant I	TTSSEA	A	1,996.79	3,993.58	47,922.96	23.0390
			B	2,096.63	4,193.26	50,319.12	24.1910
			C	2,201.47	4,402.94	52,835.28	25.4006
			D	2,311.54	4,623.08	55,476.96	26.6706
			E	2,427.12	4,854.24	58,250.88	28.0042
4104	Police Records Assistant II	TTSSEA	A	2,096.61	4,193.22	50,318.64	24.1907
			B	2,201.45	4,402.90	52,834.80	25.4004
			C	2,311.51	4,623.02	55,476.24	26.6702
			D	2,427.09	4,854.18	58,250.16	28.0038
			E	2,548.45	5,096.90	61,162.80	29.4041
9551	Police Reserve	LS	A				35.0000
6105	Police Sergeant	TPOA	A	3,843.49	7,686.98	92,243.76	44.3463
			B	4,035.68	8,071.36	96,856.32	46.5637
			C	4,237.47	8,474.94	101,699.28	48.8920
			D	4,449.34	8,898.68	106,784.16	51.3366
			E	4,671.82	9,343.64	112,123.68	53.9035
2712	Police Support Operations Manager*	CONF	A	5,286.59	10,573.18	126,878.16	60.9968
			B	5,550.93	11,101.86	133,222.32	64.0467
			C	5,828.47	11,656.94	139,883.28	67.2490
			D	6,119.89	12,239.78	146,877.36	70.6114
			E	6,425.89	12,851.78	154,221.36	74.1420
4701	Police Support Services Technician	TTSSEA	A	2,429.99	4,859.98	58,319.76	28.0373
			B	2,551.49	5,102.98	61,235.76	29.4391
			C	2,679.06	5,358.12	64,297.44	30.9110
			D	2,813.02	5,626.04	67,512.48	32.4567
			E	2,953.67	5,907.34	70,888.08	34.0795
6101	Police Trainee (Non-Sworn)	TPOA	A	2,773.36	5,546.72	66,560.64	31.9991
9638	Pool Manager	LS	A				15.6300
			B				16.4100
			C				17.2300
			D				18.1000
			E				19.0000

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5408	Principal WWTP Operator	TEAMSTERS	A	3,505.53	7,011.06	84,132.72	40.4469
			B	3,680.80	7,361.60	88,339.20	42.4691
			C	3,864.85	7,729.70	92,756.40	44.5927
			D	4,058.09	8,116.18	97,394.16	46.8223
			E	4,260.99	8,521.98	102,263.76	49.1634
9533	Professional Standards Officer	LS	A				44.8400
			B				47.0800
			C				49.4300
			D				51.9000
			E				54.5000
9110	Program Assistant	LS	Min				11.0000
			Max				18.9400
9231	Project Specialist I	LS	Min				11.0000
			Max				36.6800
9232	Project Specialist II	LS	Min				36.6900
			Max				103.4000
5518	Property and Evidence Technician	TEAMSTERS	A	2,239.59	4,479.18	53,750.16	25.8404
			B	2,351.56	4,703.12	56,437.44	27.1323
			C	2,469.15	4,938.30	59,259.60	28.4891
			D	2,592.61	5,185.22	62,222.64	29.9136
			E	2,722.23	5,444.46	65,333.52	31.4091
2585	Public Information Officer	CONF	A	3,490.49	6,980.98	83,771.76	40.2733
			B	3,665.01	7,330.02	87,960.24	42.2870
			C	3,848.26	7,696.52	92,358.24	44.4013
			D	4,040.68	8,081.36	96,976.32	46.6214
			E	4,242.72	8,485.44	101,825.28	48.9526
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,587.37	5,174.74	62,096.88	29.8531
			B	2,716.74	5,433.48	65,201.76	31.3458
			C	2,852.57	5,705.14	68,461.68	32.9130
			D	2,995.20	5,990.40	71,884.80	34.5587
			E	3,144.98	6,289.96	75,479.52	36.2868
9512	Public Safety Dispatcher II - Per Diem	LS	A				28.5800
			B				30.0100
			C				31.5100
			D				33.0900
			E				34.7400
5503	Public Safety Dispatcher II	TEAMSTERS	A	2,838.56	5,677.12	68,125.44	32.7514
			B	2,980.48	5,960.96	71,531.52	34.3888
			C	3,129.51	6,259.02	75,108.24	36.1083
			D	3,285.99	6,571.98	78,863.76	37.9138
			E	3,450.29	6,900.58	82,806.96	39.8095
1512	Public Works Director*	DH	Min	6482.97	12965.94	155591.25	74.8006
			Max	7873.75	15747.50	188969.94	90.8475

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
3405	Public Works Supervisor	TMMBU	A	3,279.57	6,559.14	78,709.68	37.8397
			B	3,443.54	6,887.08	82,644.96	39.7316
			C	3,615.72	7,231.44	86,777.28	41.7182
			D	3,796.50	7,593.00	91,116.00	43.8041
			E	3,986.32	7,972.64	95,671.68	45.9942
3401	PW Maint & Operations Superintendent*	TMMBU	A	3,936.04	7,872.08	94,464.96	45.4141
			B	4,132.84	8,265.68	99,188.16	47.6848
			C	4,339.48	8,678.96	104,147.52	50.0690
			D	4,556.46	9,112.92	109,355.04	52.5725
			E	4,784.27	9,568.54	114,822.48	55.2010
9517	Range Master	LS	A				26.9000
			B				28.2500
			C				29.6600
			D				31.1400
			E				32.7000
4105	Receptionist	TTSSEA	A	1,610.75	3,221.50	38,658.00	18.5849
			B	1,691.29	3,382.58	40,590.96	19.5141
			C	1,775.86	3,551.72	42,620.64	20.4899
			D	1,864.65	3,729.30	44,751.60	21.5144
			E	1,957.88	3,915.76	46,989.12	22.5901
3626	Records Unit Supervisor*	TMMBU	A	2,976.56	5,953.12	71,437.44	34.3436
			B	3,125.40	6,250.80	75,009.60	36.0609
			C	3,281.66	6,563.32	78,759.84	37.8639
			D	3,445.75	6,891.50	82,698.00	39.7571
			E	3,618.02	7,236.04	86,832.48	41.7448
9631	Recreation Leader I	LS	A				11.0000
			B				11.5500
			C				12.1300
			D				12.7300
			E				13.3700
9632	Recreation Leader II	LS	A				13.7800
			B				14.4700
			C				15.1900
			D				15.9500
			E				16.7500
9633	Recreation Leader III	LS	A				15.6300
			B				16.4100
			C				17.2300
			D				18.1000
			E				19.0000

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
4401	Recreation Prgm Coordinator I	TTSSEA	A	2,342.54	4,685.08	56,220.96	27.0283
			B	2,459.67	4,919.34	59,032.08	28.3797
			C	2,582.65	5,165.30	61,983.60	29.7987
			D	2,711.78	5,423.56	65,082.72	31.2886
			E	2,847.37	5,694.74	68,336.88	32.8530
4402	Recreation Prgm Coordinator II	TTSSEA	A	2,576.81	5,153.62	61,843.44	29.7313
			B	2,705.64	5,411.28	64,935.36	31.2177
			C	2,840.92	5,681.84	68,182.08	32.7786
			D	2,982.97	5,965.94	71,591.28	34.4176
			E	3,132.11	6,264.22	75,170.64	36.1383
3511	Recreation Service Manager*	TMMBU	A	4,053.38	8,106.76	97,281.12	46.7680
			B	4,256.04	8,512.08	102,144.96	49.1063
			C	4,468.85	8,937.70	107,252.40	51.5617
			D	4,692.30	9,384.60	112,615.20	54.1398
			E	4,926.92	9,853.84	118,246.08	56.8469
3513	Recreation Services Program Manager*	TMMBU	A	3,875.24	7,750.48	93,005.76	44.7126
			B	4,069.01	8,138.02	97,656.24	46.9483
			C	4,272.46	8,544.92	102,539.04	49.2957
			D	4,486.08	8,972.16	107,665.92	51.7605
			E	4,710.39	9,420.78	113,049.36	54.3486
3505	Recreation Services Supervisor*	TMMBU	A	3,522.96	7,045.92	84,551.04	40.6480
			B	3,699.10	7,398.20	88,778.40	42.6803
			C	3,884.06	7,768.12	93,217.44	44.8144
			D	4,078.26	8,156.52	97,878.24	47.0550
			E	4,282.17	8,564.34	102,772.08	49.4078
9626	Recreation Specialized Instructor	LS	Min				11.0000
			Max				39.0200
3433	Safety Coordinator	TMMBU	A	2,961.84	5,923.68	71,084.16	34.1738
			B	3,109.92	6,219.84	74,638.08	35.8823
			C	3,265.42	6,530.84	78,370.08	37.6765
			D	3,428.68	6,857.36	82,288.32	39.5602
			E	3,600.13	7,200.26	86,403.12	41.5384
3105	Senior Accountant*	TMMBU	A	3,661.01	7,322.02	87,864.24	42.2408
			B	3,844.06	7,688.12	92,257.44	44.3528
			C	4,036.27	8,072.54	96,870.48	46.5706
			D	4,238.08	8,476.16	101,713.92	48.8990
			E	4,449.99	8,899.98	106,799.76	51.3441
4113	Senior Accounting Assistant	TTSSEA	A	2,177.89	4,355.78	52,269.36	25.1285
			B	2,286.79	4,573.58	54,882.96	26.3850
			C	2,401.13	4,802.26	57,627.12	27.7043
			D	2,521.19	5,042.38	60,508.56	29.0895
			E	2,647.25	5,294.50	63,534.00	30.5440

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,472.76	4,945.52	59,346.24	28.5307
			B	2,596.39	5,192.78	62,313.36	29.9572
			C	2,726.20	5,452.40	65,428.80	31.4549
			D	2,862.52	5,725.04	68,700.48	33.0278
			E	3,005.66	6,011.32	72,135.84	34.6794
5325	Senior Electrician	TEAMSTERS	A	3,225.92	6,451.84	77,422.08	37.2207
			B	3,387.23	6,774.46	81,293.52	39.0819
			C	3,556.60	7,113.20	85,358.40	41.0361
			D	3,734.42	7,468.84	89,626.08	43.0878
			E	3,921.14	7,842.28	94,107.36	45.2422
3304	Senior Engineer*	TMMBU	A	4,561.38	9,122.76	109,473.12	52.6293
			B	4,789.45	9,578.90	114,946.80	55.2608
			C	5,028.92	10,057.84	120,694.08	58.0238
			D	5,280.36	10,560.72	126,728.64	60.9249
			E	5,544.39	11,088.78	133,065.36	63.9713
5315	Senior Equipment Mechanic	TEAMSTERS	A	2,601.49	5,202.98	62,435.76	30.0160
			B	2,731.55	5,463.10	65,557.20	31.5167
			C	2,868.14	5,736.28	68,835.36	33.0927
			D	3,011.54	6,023.08	72,276.96	34.7472
			E	3,162.11	6,324.22	75,890.64	36.4845
2513	Senior Human Resources Analyst*	CONF	A	3,826.17	7,652.34	91,828.08	44.1464
			B	4,017.47	8,034.94	96,419.28	46.3536
			C	4,218.34	8,436.68	101,240.16	48.6713
			D	4,429.27	8,858.54	106,302.48	51.1050
			E	4,650.73	9,301.46	111,617.52	53.6602
4208	Senior Information Systems Technician	TTSSEA	A	2,916.27	5,832.54	69,990.48	33.6480
			B	3,062.08	6,124.16	73,489.92	35.3303
			C	3,215.19	6,430.38	77,164.56	37.0969
			D	3,375.95	6,751.90	81,022.80	38.9518
			E	3,544.74	7,089.48	85,073.76	40.8993
9637	Senior Lifeguard	LS	A				13.7800
			B				14.4700
			C				15.1900
			D				15.9500
			E				16.7500
5305	Senior Maintenance Worker	TEAMSTERS	A	2,428.59	4,857.18	58,286.16	28.0211
			B	2,550.00	5,100.00	61,200.00	29.4219
			C	2,677.50	5,355.00	64,260.00	30.8930
			D	2,811.39	5,622.78	67,473.36	32.4379
			E	2,951.95	5,903.90	70,846.80	34.0597
3203	Senior Planner*	TMMBU	A	3,910.16	7,820.32	93,843.84	45.1155
			B	4,105.67	8,211.34	98,536.08	47.3713
			C	4,310.96	8,621.92	103,463.04	49.7399
			D	4,526.50	9,053.00	108,636.00	52.2268
			E	4,752.82	9,505.64	114,067.68	54.8381

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
5402	Senior Water Plant Operator	TEAMSTERS	A	3,052.39	6,104.78	73,257.36	35.2185
			B	3,205.01	6,410.02	76,920.24	36.9795
			C	3,365.26	6,730.52	80,766.24	38.8284
			D	3,533.52	7,067.04	84,804.48	40.7698
			E	3,710.20	7,420.40	89,044.80	42.8084
5407	Senior WW Plant Operator	TEAMSTERS	A	2,864.97	5,729.94	68,759.28	33.0561
			B	3,008.19	6,016.38	72,196.56	34.7085
			C	3,158.60	6,317.20	75,806.40	36.4440
			D	3,316.54	6,633.08	79,596.96	38.2663
			E	3,482.39	6,964.78	83,577.36	40.1799
9101	Student Clerk	LS	A				11.0000
3343	Supervising Building & Fire Inspector	TMMBU	A	3,500.71	7,001.42	84,017.04	40.3913
			B	3,675.74	7,351.48	88,217.76	42.4108
			C	3,859.53	7,719.06	92,628.72	44.5313
			D	4,052.51	8,105.02	97,260.24	46.7579
			E	4,255.14	8,510.28	102,123.36	49.0959
3345	Supervising Construction Inspector	TMMBU	A	3,649.05	7,298.10	87,577.20	42.1028
			B	3,831.51	7,663.02	91,956.24	44.2080
			C	4,023.08	8,046.16	96,553.92	46.4184
			D	4,224.23	8,448.46	101,381.52	48.7392
			E	4,435.44	8,870.88	106,450.56	51.1762
3344	Supervising Plans Examiner*	TMMBU	A	3,433.08	6,866.16	82,393.92	39.6109
			B	3,604.73	7,209.46	86,513.52	41.5914
			C	3,784.98	7,569.96	90,839.52	43.6712
			D	3,974.22	7,948.44	95,381.28	45.8546
			E	4,172.94	8,345.88	100,150.56	48.1475
3523	Technical Theatre Supervisor*	TMMBU	A	2,924.59	5,849.18	70,190.16	33.7440
			B	3,070.83	6,141.66	73,699.92	35.4313
			C	3,224.36	6,448.72	77,384.64	37.2027
			D	3,385.58	6,771.16	81,253.92	39.0629
			E	3,554.87	7,109.74	85,316.88	41.0162
4461	Theatre Operations & Tech Asst	TTSSEA	A	1,967.16	3,934.32	47,211.84	22.6971
			B	2,065.52	4,131.04	49,572.48	23.8320
			C	2,168.80	4,337.60	52,051.20	25.0237
			D	2,277.23	4,554.46	54,653.52	26.2747
			E	2,391.09	4,782.18	57,386.16	27.5884
9361	Theatre Technician	LS	A				25.6400
			B				26.9200
			C				28.2600
			D				29.6800
			E				31.1600
1109	Transportation Commissioner			Stipend \$50.00 per meeting			

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
1520	Utilities Director*	DH	Min	6948.51	13897.02	166764.23	80.1720
			Max	8444.48	16888.96	202667.59	97.4326
3424	Utilities Laboratory Supervisor*	TMMBU	A	3,676.09	7,352.18	88,226.16	42.4148
			B	3,859.89	7,719.78	92,637.36	44.5355
			C	4,052.88	8,105.76	97,269.12	46.7622
			D	4,255.52	8,511.04	102,132.48	49.1003
			E	4,468.30	8,936.60	107,239.20	51.5553
3403	Utility Lines Maintenance Superintendent*	TMMBU	A	4,010.29	8,020.58	96,246.96	46.2708
			B	4,210.80	8,421.60	101,059.20	48.5843
			C	4,421.34	8,842.68	106,112.16	51.0135
			D	4,642.41	9,284.82	111,417.84	53.5642
			E	4,874.53	9,749.06	116,988.72	56.2424
5404	Utility Operator	TEAMSTERS	A	3,269.44	6,538.88	78,466.56	37.7229
			B	3,432.89	6,865.78	82,389.36	39.6087
			C	3,604.55	7,209.10	86,509.20	41.5894
			D	3,784.77	7,569.54	90,834.48	43.6687
			E	3,974.01	7,948.02	95,376.24	45.8522
9351	Water Patrol Aide	LS	A				13.0100
			B				13.6600
			C				14.3400
			D				15.0600
			E				15.8100
5401	Water Plant Operator	TEAMSTERS	A	2,784.07	5,568.14	66,817.68	32.1226
			B	2,923.27	5,846.54	70,158.48	33.7287
			C	3,069.46	6,138.92	73,667.04	35.4155
			D	3,222.92	6,445.84	77,350.08	37.1861
			E	3,384.09	6,768.18	81,218.16	39.0457
5403	Water Plant Operator-In-Training	TEAMSTERS	A	2,310.80	4,621.60	55,459.20	26.6621
			B	2,426.35	4,852.70	58,232.40	27.9953
			C	2,547.66	5,095.32	61,143.84	29.3949
			D	2,675.05	5,350.10	64,201.20	30.8648
			E	2,808.79	5,617.58	67,410.96	32.4079
3421	Water Plant Superintendent*	TMMBU	A	4,010.29	8,020.58	96,246.96	46.2708
			B	4,210.80	8,421.60	101,059.20	48.5843
			C	4,421.34	8,842.68	106,112.16	51.0135
			D	4,642.41	9,284.82	111,417.84	53.5642
			E	4,874.53	9,749.06	116,988.72	56.2424
3431	Water Resources Coordinator*	TMMBU	A	2,601.04	5,202.08	62,424.96	30.0108
			B	2,731.09	5,462.18	65,546.16	31.5114
			C	2,867.65	5,735.30	68,823.60	33.0870
			D	3,011.03	6,022.06	72,264.72	34.7413
			E	3,161.58	6,323.16	75,877.92	36.4784

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

Updated 08/21/2018

EXHIBIT D

**City of Tracy
Master Salary Schedule**

Effective 08-21-18

Class Code	Position Title	Unit		Semi-Mon Salary	Monthly Salary	Annual Salary	Hourly Rate
9112	Webmaster/Information Systems	LS	A				31.3000
			B				32.8700
			C				34.5100
			D				36.2400
			E				38.0500
3422	WW Operations Superintendent*	TMMBU	A	4,084.52	8,169.04	98,028.48	47.1273
			B	4,288.74	8,577.48	102,929.76	49.4836
			C	4,503.18	9,006.36	108,076.32	51.9578
			D	4,728.34	9,456.68	113,480.16	54.5557
			E	4,964.75	9,929.50	119,154.00	57.2834
5406	WW Plant Operator	TEAMSTERS	A	2,613.15	5,226.30	62,715.60	30.1506
			B	2,743.80	5,487.60	65,851.20	31.6580
			C	2,880.99	5,761.98	69,143.76	33.2409
			D	3,025.03	6,050.06	72,600.72	34.9028
			E	3,176.28	6,352.56	76,230.72	36.6480
5405	WW Plant Operator-In-Training	TEAMSTERS	A	2,168.91	4,337.82	52,053.84	25.0249
			B	2,277.36	4,554.72	54,656.64	26.2762
			C	2,391.22	4,782.44	57,389.28	27.5899
			D	2,510.79	5,021.58	60,258.96	28.9695
			E	2,636.32	5,272.64	63,271.68	30.4179

Legend:

* = asterisk

All employees marked with an * (asterisk) are salaried employees

All employees are paid semi-monthly

RESOLUTION 2018-_____

AUTHORIZING AN AMENDMENT TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE AND POSITION CONTROL ROSTER BY APPROVING THE ESTABLISHMENT OF THREE (3) NEW CLASSIFICATION SPECIFICATIONS AND SALARY RANGES FOR LANDSCAPE ARCHITECT, AIRPORT MANAGER AND MEDIA SERVICES SUPERVISOR

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

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

WHEREAS, It is necessary to amend the City's Classification and Compensation Plans, Position Control Roster and Master Salary Schedule effective August 21, 2018, as follows:

Establish Classification and Compensation: Landscape

Architect: \$7,493.24 to \$9,108.10 monthly. Airport

Manager: \$6,559.14 to \$7,972.64 monthly.

Media Services Supervisor: \$5,849.18 - \$7,109.74 monthly;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the Human Resources Director or designee to amend the City's Classification and Compensation Plans Position Control Roster and Master Salary Schedule to include the above-mentioned established classifications and compensation. .

* * * * *

Resolution 2018-_____

Page 2

The foregoing Resolution 2018-_____ was adopted by the Tracy City Council on the 21st day of August, 2018, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.N

REQUEST

AUTHORIZE AMENDMENT TO THE CITY'S CLASSIFICATION PLAN BY APPROVING THE AMENDMENT OF VARIOUS EXISTING CLASSIFICATION SPECIFICATIONS INCLUDING; PUBLIC WORKS SUPERINTENDENT, UTILITY LINE MAINTENANCE SUPERINTENDENT, FACILITIES MAINTENANCE SUPERINTENDENT, PLANT MAINTENANCE SUPERVISOR, SENIOR ELECTRICIAN, INSTRUMENTATION TECHNICIAN, WASTEWATER TREATMENT PLANT OPERATOR AND SENIOR WASTEWATER TREATMENT PLANT OPERATOR

EXECUTIVE SUMMARY

This report recommends the amendment of eight (8) existing classification specifications including; Public Works Superintendent, Utility Line Maintenance Superintendent, Facilities Maintenance Superintendent, Plant Maintenance Supervisor, Senior Electrician, Instrumentation Technician, Wastewater Treatment plant Operator and Senior Wastewater Treatment Plant Operator.

DISCUSSION

Public Works Superintendent/Utility Line Maintenance Superintendent/Facilities Maintenance Superintendent – Existing Classifications

These classifications were created in 2008, and have not been reviewed since that time. There is an existing vacancy and upon review of the classification specification it was determined updates were necessary to appropriately align the essential functions and work experience requirements with the current structure for the Superintendent classifications.

Senior Electrician/Instrumentation Technician/Wastewater Treatment Plant Operator/Senior Wastewater Treatment Operator – Existing Classification

These classifications were reviewed by the department and determined additional language is necessary to comply with the Respiratory Protection Program requiring incumbents to be clean shaven at all times in order to wear respiratory protection or other safety equipment as necessary.

Plant Maintenance Supervisor – Existing Classification

Changes to this classification include amending the requirements for the Possession of a Grade II Mechanical Technologist certification or a Grade II Electrical/Instrumentation certification issued by the California Water Environment (CWEA) to be required within twelve (12) months of appointment. Additional language is necessary to comply with the Respiratory Protection Program requiring incumbents to be clean shaven at all times in

order to wear respiratory protection or other safety equipment as necessary.

STRATEGIC PLAN

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

Governance Strategy

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

FISCAL IMPACT

The adoption of these amendments do not modify salary or benefits for the employees. The positions are included in the adopted budget.

RECOMMENDATION

That the City Council, by resolution, authorize the Human Resources Director or designee to amend the City's Classification Plan.

Prepared by: Judy Carlos, Human Resources Analyst
JoAnn Weberg, Human Resources Analyst

Reviewed by: Kimberly Murdaugh, Interim Director of Human Resources
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

Attachment: Exhibit A – Public Works Superintendent Job Description
Exhibit B – Utility Line Maintenance Superintendent Job Description
Exhibit C – Plant Maintenance Supervisor Job Description
Exhibit D – Facilities Maintenance Superintendent
Exhibit E – Senior Electrician
Exhibit F – Senior Wastewater Treatment Plant Operator Job Description
Exhibit G – Wastewater Treatment Plant Operator Job Description
Exhibit H – Instrumentation Technician

PUBLIC WORKS ~~MAINTENANCE AND OPERATIONS~~ SUPERINTENDENT

Class Title:	Public Works Maintenance and Operations Superintendent	Class Code:	30401
Department:	Public Works	Bargaining Unit:	Mid-Manager
EEO Code:	76	Effective Date:	1988
FLSA:	Exempt	Revision History:	6/98; 9/08; 8/18

Formatted: Font: 11 pt

Formatted: Font: 11 pt

DESCRIPTION

Plans, organizes, and supervises all activities of a major service area within the Public Works ~~Maintenance and Operations~~ Department; provides staff assistance to the ~~Deputy~~ Director of Public Works ~~Maintenance and Operations~~ and other Department managers; and performs other job related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Public Works ~~Maintenance and Operations~~ Superintendent is a second-level supervisor in the ~~Maintenance and Operations Division of the~~ Public Works Department, responsible for planning, organizing and supervising all activities of one or more of the following assigned service areas: Internal Services, Parks/Landscapes/Sports Fields, Urban Forestry, Streets/Sidewalks/Traffic, or other assigned area~~Internal Services, Parks, or Streets~~. The ~~Maintenance and Operations~~ Public Works Superintendent may act for a higher level manager or the Deputy Director of the Public Works Director in the ~~assigned service area in the~~ latter's absence.

Incumbents receive supervision from ~~the Deputy Director, or Director~~ of Public Works or their designee, Maintenance and Operations, and exercises supervision over assigned staff in the assigned service area that may include Public Works Maintenance & Operations Supervisors, Senior Maintenance Workers, Maintenance Workers, and other technical staff.

The Public Works ~~Maintenance and Operations~~ Superintendent is distinguished from the next higher class of Deputy Director of Public Works Maintenance and Operations in that the latter has responsibility for all service areas in the Division, the Department. The Public Works Superintendent is distinguished from the Director of Public Works in that the latter has responsibility for the Department. The Public Works Maintenance and Operations Superintendent is distinguished from the next lower class of Public Works Maintenance & Operations Supervisor in that the latter is a first-line supervisor responsible for directly overseeing and supervising the field operations and maintenance staff in an assigned service area. The Maintenance and Operations Public Works Superintendent is distinguished from the Utility Line Maintenance Superintendent, in that the latter is responsible for the activities of the Utilities Lines service area in the Maintenance and Operations Division.

Service Areas:

Positions are assigned to one of the three Service Areas:

Parks/Landscapes/Sports Fields/Trees: Construction and maintenance of City parks, sports fields, park landscaping, trees and associated park facilities

Streets/Sidewalks/Traffic: Maintenance of City roadways, sidewalks, traffic signs and striping, and street trees right-of-ways

Internal Services: Building maintenance, fleet management and custodial services

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Recommend and assist in the implementation of goals and objectives; establish schedules and methods for work to be performed; implement policies and procedures.

Plan, prioritize, assign, supervise and review the work of staff in the assigned service area

Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for needed supplies, materials and equipment; monitor and control expenditures.

Participate in the selection, training and evaluation of staff; monitor employee performance objectives; prepare employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Evaluate operations and activities of assigned service area; recommend improvements and modifications; prepare various reports on operations and activities; develop new programs related to area of responsibility.

Coordinate activities with those of other City divisions and departments, and outside agencies and organizations.

Submit requests for materials, tools, equipment, and other supplies needed by the Division; prepare equipment specifications; prepare information form purchase orders.

Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.

Prepare and present various reports and information to the public, other City departments, City Council, other agencies and governing bodies.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Methods, materials, and procedures used in the maintenance and repair of the assigned service area

-Methods and techniques used in estimating time and materials for assigned projects

Regulations, codes and restrictions related to the assigned area of responsibility

Occupational hazards associated with the assigned work area, and standard safety precautions necessary to perform in the work

Purposes and uses of a variety of equipment, vehicles, ~~hand tools~~, power tools, and hand tools, equipment

Budgeting procedures and techniques

Principles and practices of supervision, training, and personnel management

Principles and practices for effective project and contract management

Commonly used office practices and software

Ability to:

Plan, assign and supervise the work of staff in a major public works service area, such as building maintenance; fleet management; parks, sports fields, ~~and parks and landscape facilities~~ maintenance; or roadway, sidewalk, traffic signs and striping and street tree maintenance.

Prepare and develop plans, specifications and cost estimates, and order materials and supplies.

Evaluate operations, procedures and policies, and recommend improvements.

Prepare and maintain records and reports.

Communicate clearly and concisely, both orally and in writing.

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

Supervise, train and evaluate personnel.

Formatted: Indent: Left: 0.5", First line: 0"

EDUCATION AND EXPERIENCE

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

Education:

~~High School Diploma or equivalent~~ Equivalent to a Bachelor's Degree from an accredited college or university with major course work in public administration, or a field closely related to the relevant field maintenance and operations service assigned service area. Additional specialized training ~~(or college-level course work)~~ related to the assigned service area is desirable.

Experience:

~~Four-Three~~ years of increasingly responsible supervisory or management experience in the relevant ~~public works maintenance and operations~~ service area or a closely related field.

OR

~~Three-Two~~ years of experience in the City of Tracy classification of Public Works ~~Maintenance & Operations~~ Supervisor, in the relevant service area.

LICENSES AND CERTIFICATES

Possession of, or ability to obtain an appropriate, valid Class C California drivers' license at time of application.

May be required to possess or obtain a valid California Pesticide Applicator Certificate and/or a Certified Playground Safety Inspector (CPSI) certificate and/or a Certified Sports Field Management certificate (CSFM) for certain positions.

TOOLS

Motorized vehicles and equipment, including dump truck, pickup truck, utility truck, street sweeper, combination hydro-cleaner vacuum truck, backhoe truck, loader truck, street roller, man lift, tamper, plate compactor, saws, pumps, ~~aero~~ aerosol propane kettle, compressors, ~~sanders~~ grinders, generators, common hand and power tools,

~~shovels, wrenches,~~ detection devices, mobile radio, phone, ~~ditch-witch~~trencher, jack hammer, and compacting tools and equipment, and computer.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit, stand, talk and/or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

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

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

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

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

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

UTILITY LINE MAINTENANCE SUPERINTENDENT

Class Title:	Utility Line Maintenance Superintendent	Class Code:	30403
Department:	Public Works	Bargaining Unit:	Mid-Manager
EEO Code:	76	Effective Date:	2004
FLSA Status:	Exempt	Revision History:	9/2008;8/18

DESCRIPTION

Plans, organizes, and supervises all activities of the major service area of water distribution, sewer collection systems, and storm drainage within the Public Works ~~Maintenance and Operations Division~~Department; provides staff assistance to the ~~Deputy~~Director of Public Works and other Department managers Maintenance and Operations; and performs other job related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Utility Line Maintenance Superintendent is a second-level supervisor/mid-manager in the ~~Maintenance and Operations Division of the~~ Public Works Department, responsible for planning, organizing and supervising all activities of the Utility Lines Maintenance Service Area. The Utility Line Maintenance Superintendent may act for a higher level manager or the Deputy Director of the Public Works ~~Deputy~~Director in the ~~assigned service area in the~~ latter's absence.

The incumbent receives supervision from the Deputy Director, the Deputy Director of Public Works or their designee, Maintenance and Operations or higher level manager, and exercises supervision over assigned staff, a Public Works Maintenance and Operations Supervisor, Senior Maintenance Workers, Maintenance Workers, Meter Readers and other staff as appropriate.

The Utility Line Maintenance Superintendent is distinguished from the next higher class of Deputy Director of Public Works Maintenance and Operations in that the latter has responsibility for all service areas in the Division. The Utility Line Maintenance Superintendent is distinguished from the Director of Public Works in that the latter has responsibility for the Department. The This class is distinguished from the next lower class of Public Works ~~Maintenance & Operations~~ Supervisor in that the latter is a ~~first-line~~ supervisor responsible for directly overseeing and supervising the field operations and maintenance staff in the Utility Line Maintenance service area. ~~The Utility Line Maintenance Superintendent is distinguished from the Public Works Maintenance and Operations Superintendent class, in that the latter is responsible for the activities of another major service area in the Maintenance and Operations Division~~ Public Works Department: Internal Services, Parks, or Streets.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Recommend and assist in the implementation of goals and objectives; establish schedules and methods for work to be performed; implement policies and procedures.

Plan, prioritize, assign, supervise and review the work of staff in an area of assignment, including equipment maintenance, storm drains, water distribution and sewer collection [systems](#).

Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for needed supplies, materials and equipment; monitor and control expenditures.

Participate in the selection, training and evaluation of staff; participate in monitoring employee performance objectives; prepare employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Supervises and assists crews in the cleaning, maintenance, inspection, and repair of the City's water distribution, sewer collection, and storm drain systems.

Supervises and assists crews in the operation of closed circuit television equipment used to inspect the sanitary sewer and storm drain collection systems.

Directs crews in the proper traffic control plan design and setup.

Performs field inspections to determine annual preventive maintenance program.

Prepares clear and accurate reports of time, equipment, and materials used.

Implements work safety requirements and conducts safety training.

Submits requisitions and purchases materials and supplies.

Investigates public complaints and recommends corrective action.

Evaluate operations and activities of assigned service area; recommend improvements and modifications; prepare various reports on operations and activities; develop new programs related to area of responsibility.

Coordinate activities with those of other City divisions and departments, and outside agencies and organizations.

Submit requests for materials, tools, equipment, and other supplies needed by the Division; prepare equipment specifications; prepare information for purchase orders.

Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.

[Prepare and present various reports and information to the public, other City departments, City Council, other agencies and governing bodies.](#)

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of municipal utility construction, maintenance and operation of water, storm and sewer systems.

Equipment, materials, and supplies used in maintenance and repair of water, sewer, and storm drain facilities.

Methods and procedures used in the maintenance and repair of water, sewer, and storm drain facilities.

Methods and techniques used in estimating time and materials for assigned projects.

Regulations, codes and restrictions related to the assigned area of responsibility.

Occupational hazards and standard safety precautions necessary in the work.

Purposes and uses of a variety of vehicles, hand tools, power tools, and equipment.

Budgeting procedures and techniques.

Principles and practices of supervision, training, and personnel management.

[Principles and practices for effective project and contract management.](#)

[Commonly used office practices and software.](#)

Ability to:

Formatted: Indent: Left: 0.5"

Plan, assign and supervise the work of staff in the maintenance and repair of water distribution, sewer collection, and storm drain systems. ~~maintenance.~~

Prepare and develop plans, specifications and cost estimates, and order materials and supplies.

Evaluate operations, procedures and policies, and recommend improvements.

Prepare and maintain records and reports.

Communicate clearly and concisely, both orally and in writing.

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

Respond and coordinate with regulatory agencies as needed.

Supervise, train and evaluate personnel.

EDUCATION AND EXPERIENCE

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

Education:

Equivalent to a Bachelor's Degree from an accredited college or university with major course work in public administration or a closely related field related to relevant maintenance and operations service area. ~~High School Diploma or equivalent.~~ Additional specialized training ~~(or college level course work)~~ related to this service area is desirable.

Experience:

~~Five-Three~~ years of increasingly responsible supervisory or management experience ~~public works experience~~ in water, storm drain, and sewer maintenance field.

~~, including three years of supervisory or lead responsibility~~

OR

~~Three-Two~~ years experience in the City of Tracy classification of Public Works ~~Maintenance & Operations~~ Supervisor assigned to -Utility Lines.

LICENSES AND CERTIFICATES

Formatted: Indent: First line: 0.5"

Possession of, or ability to obtain an appropriate, valid Class CB California drivers' license at time of application.

Possession of a valid California Department of Health Services Grade 4 Water Distribution Operator Certificate (Grade D-4) at time of application.

Possession of, ~~or ability to obtain~~ a valid Grade III Wastewater Collection System Operator Certification issued by California Water Environment Association (CWEA) Collection System Operator, Grade III, or higher, certification at time of application.

TOOLS

Motorized vehicles and equipment, including dump truck, pickup truck, utility truck, street sweeper, combination hydro-cleaner vacuum truck, backhoe truck, loader truck, street roller, man lift, tamper, plate compactor, saws, pumps, aeroil propane kettle, compressors, sanders, generators, common hand and power tools, shovels, wrenches, detection devices, mobile radio, phone, ditch witch, jack hammer, compacting tools and equipment, and computer.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

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

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

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

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

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

TREATMENT PLANT FACILITIES MAINTENANCE SUPERVISOR

Class Title: ~~—Treatment Plant Facilities Maintenance Supervisor~~ _____ Class
 Code: 3410
~~Maintenance Supervisor~~
 Department: ~~—~~Utilities Department _____ Bargaining Unit: ~~Mid-~~
~~Manager/Mid-Manager~~
 EEO Code: ~~—~~76 _____ Effective Date: 04/03/18
 FLSA Status: -Exempt _____ Revision History: 8/18

Formatted: Tab stops: 0.88", Left + Not at 1.5"

DESCRIPTION

Under general direction, supervises skilled and semi-skilled maintenance ~~crew~~ staff activities performed at the water and wastewater treatment plants, sewage pump stations, potable water booster pump stations, storm-water pump stations and related facilities; coordinates repair and maintenance activities with other divisions and departments; provides staff assistance to higher level supervisory and management staff; and performs other job related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This mid-manager classification is a ~~first-line~~ supervisor in the Utilities Department, responsible for overseeing ~~the~~ the daily activities of maintenance staff at the wastewater and water treatment facilities. Incumbents in this classification supervise assigned staff, provide technical expertise in difficult and complex technical areas and may also perform more skilled and technical tasks, as needed. In addition, the Treatment Plant Facilities Maintenance Supervisor may act for higher level supervisory and management staff in the latter's absence.

The Treatment Plant Facilities Maintenance Supervisor receives supervision from higher level supervisory or management staff. ~~The incumbent and~~ exercises ~~direct~~ supervision over maintenance staff activities, including assigning work ~~and~~; training, and may provide recommendations foring and implementing disciplinary action, ~~along with~~ preparing and conducting performance evaluations.

The Treatment Plant Maintenance Supervisor is distinguished from the next higher class of Treatment Plant Facilities Maintenance Superintendent in that the latter is responsible for managing a wide variety of treatment plant and facilities maintenance functions within the Utilities Department and manages all maintenance staff. ~~is a second-line supervisor responsible for planning, organizing and supervising all maintenance related activities of the water and wastewater treatment plants.~~

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Organize, supervise, and direct maintenance staff assigned to treatment plants and related facilities; assign work activities, projects and programs; monitor work flow; implement policies and procedures; review and evaluate work products, methods and procedures.

Supervise, train and evaluate subordinates; participate in the recommendation and appointment of personnel; provide and/or coordinate maintenance staff training; participate in monitoring employee performance objectives; prepare and present employee performance reviews; work with employees to correct deficiencies; and implement recommend disciplinary procedures.

Monitor and assure quality customer service to both internal and external customers.

Participate in the development of the plant maintenance work plan and integration with the department work plan; recommend goals and objectives; assist in the development of policies and procedures.

Assist in the preparation of the maintenance budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials, and supplies; with the approved budget, and record activities.

Supervise the maintenance of time, materials and equipment use records.

Participate in the development and use of the Computerized Maintenance Management System (CMMS) program; track and manage work orders.

Coordinate personnel and/or service contracts, including represented employee groups, seasonal contract personnel, and contracted services, if applicable.

Maintain records and prepare reports associated with maintenance activities.

Requisition supplies and materials.

Review improvement plans related to assigned services and provide input regarding future maintenance activities.

Receive, investigate, and resolve complaints from internal and external customers; provide timely and professional customer service.

Inspect equipment and/or facilities to identify necessary maintenance and repairs; inspect work sites before, during and after completion of work to assure completion in a satisfactory and thorough manner.

Ensure the adherence to safe work practices by maintenance personnel; coordinate maintenance activities with other City departments, divisions, and outside agencies.

May perform more difficult skilled and technical tasks as needed.

Respond to emergencies on an on-call basis, 24 hours per day, seven days per week.

May act for higher level supervisory and management staff in the latter's absence and represents the latter, ifas required.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Industry sStandard and specialized practices, methods, tools, equipment, and materials used in the maintenance and repair of treatment plant facilities.

Principles of repair techniques required for electric and hydraulic pumps, motors, boilers, and electronic equipment.

~~Industry standards and best practices for maintenance and repair activities.~~

Occupational hazards and standard safety precautions necessary for maintenance and repair activities.

Principles and practices of supervision and, training ~~and personnel management~~.

Budget procedures and techniques.

Record keeping, inventory and reporting procedures.

Basic knowledge of computer applications.

Ability to:

Assist with the development and implementation of a comprehensive, preventive maintenance program for treatment plant facilities and equipment.

Read and understand mechanical plans, blueprints, and equipment operating instructions.

- Assist in preparing and monitoring a budget.
- Supervise, train, and evaluate personnel.
- Keep accurate records and prepare activity reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Understand and apply pertinent laws, rules and regulations.

EDUCATION AND EXPERIENCE

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

Education:

Equivalent to an Associate’s Degree from an accredited college with major course work in public administration, business administration, or a field closely related field. Additional specialized training related to repair of electric and hydraulic pumps, motors, boilers, and electronic equipment is desirable.

Experience:

Three (3) years of progressively responsible journey level experience in the maintenance operations and repair field that would include electrical and mechanical work in a wide variety of pumps, motors, boilers, electronic and hydraulic systems, including at least two (2) years in a lead or supervisory role.

Highly desirable:

Public sector experience.

Formatted: Indent: First line: 0.5"
Formatted: Indent: Left: 0", First line: 0.5"

LICENSES AND CERTIFICATES

Possession of or ability to obtain ~~a~~ an appropriate valid California Class C driver’s license, ~~with appropriate endorsements, by the end of probation, or within sixty (60) days of appointment, if promotional.~~

Possession of a Grade II Mechanical Technologist certification OR a Grade II Electrical/Instrumentation certification issued by the California Water Environment Association (CWEA) is required within twelve (12) months of appointment at time of application.

Formatted: Font: (Default) Arial
Formatted: Font: (Default) Arial

Possession of a Grade I Water Distribution Operator certificate issued by the State of ~~California~~ Water Resources Control Board is required within eighteen (18) months of appointment.

Possession of a Grade III Mechanical Technologist certification issued by the California Water Environment Association (CWEA) is highly desirable.

Possession of a Grade III Electrical/Instrumentation certification issued by the California Water Environment Association (CWEA) is highly desirable.

ADDITIONAL REQUIREMENTS

Some positions may require working shifts and/or alternate schedules as needed.

Positions in this class may perform duties that involve a potential risk of occupational exposure to bloodborne pathogens. Positions in this class shall be counseled by a qualified physician regarding U.S. Public Health Service Infection Control policies and procedures and offered the Hepatitis B Vaccination.

Positions in this class are required to be in the Respiratory Protection Program and therefore, must be clean shaven at all times in order to wear respiratory protection or other safety equipment.

Formatted: Font: (Default) Arial

TOOLS AND EQUIPMENT

Motorized vehicles and equipment including dump truck, pickup truck, utility truck, lift truck, combination hydro-cleaner vacuum vehicle, backhoe, loader, skid steer, trencher, street roller, jack hammer, man lift, tamper, plate compactor, saws, pumps, compressor, sander, generator, common hand and power tools, utility detection devices, mobile radio, phone, and computer; and other job-related tools and equipment.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit, talk and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

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

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

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

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

TREATMENT PLANT FACILITIES MAINTENANCE SUPERINTENDENTClass Title: Treatment Plant Facilities Maintenance Manager Superintendent -Class Code: 30423Department: Public Works Utilities

Bargaining Unit: Mid-Manager

EEO Code: 76

Effective Date: 7/98

FLSA Status: Exempt

Revision History: -7/1/99; 9/08;

8/2018**DESCRIPTION**

~~Under general direction, to plan, assign, supervise and review the work of skilled and semi-skilled workers engaged in a wide variety of Plans, organizes and manages the maintenance and repair activities of~~ the water treatment plant, wastewater treatment plant, sanitary sewer collection stations, drinking water wells, potable water booster stations, storm drain pump stations, ~~electrical repairs to government buildings, airport, parks, street light maintenance, and traffic signal maintenance; and to perform~~ other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Treatment Plant Facilities Maintenance Superintendent is a mid-manager position responsible for ~~supervising~~ managing a wide variety of ~~city treatment plant and facilities maintenance functions in the Utilities Division of the Public Works Department. The incumbent exercises direct supervision over Electricians, Instrument Technicians, Plant Mechanics, Purchasing and Preventative Maintenance Clerks, Maintenance Workers, General Laborers, and other personnel as assigned. assigned staff and may be required to act for the Director in the latter's absence.~~

The Facilities Treatment Plant Maintenance Superintendent receives general direction and supervision from the Director of Utilities.

The Treatment Plant Facilities Maintenance Superintendent is distinguished from the next higher class of Director of Utilities in that the latter has responsibility for all of the Utilities Department. It is distinguished from the next lower class of Facilities Treatment Plant Facilities Maintenance Supervisor in that the latter is a first-line supervisor responsible for supervising maintenance staff and their daily activities.

~~The Facilities Maintenance Superintendent receives general direction from the Deputy Director of Public Works/Utilities.~~

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Assign, schedule, and supervise maintenance activities and work related to the maintenance of the potable water treatment facilities, wastewater treatment facilities, electrical maintenance, traffic signals, and street lights.

Recommend and assist in the implementation of department goals and objectives; establish schedules and methods for the maintenance and repair of the treatment plant and facilities-operations; implement policies and procedures.

Develop and oversee the continuous preventive maintenance of potable water treatment plant, wastewater treatment plant, sanitary sewer collection stations, drinking water wells, potable water booster stations, storm drain pump stations, street lights and traffic signals.

Direct the supervision of, ~~Supervise the~~ routine and emergency repairs to electrical and mechanical equipment at the potable water treatment plant, wastewater treatment plant and all related facilities, street lights, and traffic signals.

Formatted: Not Highlight

Participate in budget preparation; prepare cost estimates for budget recommendations; submit justifications for ~~needed supplies, materials,~~ equipment ~~and~~ ~~and personnel~~ staffing needs; monitor and control expenditures.

Direct the ~~s~~Scheduling, ~~e,~~ assigning, and review of maintenance work performed on treatment plant grounds, tanks, wells, lift stations, offices, laboratory areas, and related facilities.

Participate in the selection, training, motivation, and evaluation of staff; ~~participate in~~ monitoring employee performance objectives; prepare employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Direct the ~~P~~preparation of specifications for specialized equipment and contractual repair services.

Determine and implement methods for improving the operating effectiveness and efficiency of plant equipment and facilities.

Make critical decisions necessary to repair equipment and assure the continuing operation of the plant as a result of water and wastewater treatment system malfunctions.

Coordinate activities with other City divisions and departments, and outside agencies and organizations.

Submit requests for materials, tools, equipment, and other supplies needed; prepare equipment specifications; prepare information form purchase orders.

Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.

Prepare and present various reports and information to the public, other City departments, City Council, other agencies and governing bodies.

Maintain records of work accomplished and prepare reports as required by records retention act.

Ensure that all safety regulations are followed.

~~Order and control the requisition of necessary maintenance supplies and equipment.~~

~~Prepare maintenance progress reports on a regular basis.~~

~~Supervise special projects as assigned.~~ Manage staff and/or service contracts, including represented employee groups, seasonal contract personnel, and contracted services, if applicable.

Review improvement plans related to the maintenance and repair of treatment plant and facilities and provide input regarding future maintenance activities.

~~Respond to emergencies on an on-call basis, 24 hours per day, seven days per week.~~

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Industry ~~S~~ Standard and specialized practices, methods, tools, equipment, and materials used in the maintenance and repair of treatment plant facilities.

Principles of repair techniques required for electric and hydraulic pumps, motors, boilers, and electronic equipment.

Occupational hazards and standard safety precautions necessary for maintenance and repair activities.

Principles and practices of personnel management.

Budget process, procedures and forecasting techniques including revenue and enterprise funding.

Record keeping, inventory and reporting procedures.

Intermediate knowledge of computer and software applications.

Formatted: Font: 12 pt

Formatted: Indent: Left: 0"

~~Occupational hazards and standard safety precautions necessary in the work.~~

~~Principles of repair techniques required for electric and hydraulic pumps, motors, boilers, and electronic equipment.~~

~~Budgeting procedures and techniques.~~

~~Principles and practices of supervision, training, and personnel management.~~

Formatted: Indent: Left: 0", First line: 0"

Formatted: Indent: First line: 0", Tab stops: -1", Left

Ability to:

Develop and implement a comprehensive, preventive maintenance program for water and wastewater treatment plant facilities and equipment.

~~Coordinate~~ Direct and monitor work performed on a contractual basis.

~~Direct the d~~ Diagnosis of e-service ~~interpretations~~ interruptions, and ~~take~~ establish an effective course of action to correct problems.

Respond effectively to emergency situations as ~~they arise~~ needed.

Read ~~and~~ understand and respond to mechanical plans, blueprints, and equipment operating instructions.

~~Assist in preparing~~ Prepare and monitoring ~~a~~ the enterprise fund budget.

Communicate concisely and clearly, ~~and~~ both orally and in writing.

Supervise, train, and evaluate ~~personnel~~ staff.

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

~~Prepare and develop plans, specifications and cost estimates, and order materials and supplies.~~

~~Evaluate operations, procedures and policies, and recommend improvements.~~

Understand and apply pertinent laws, rules and regulations.

Formatted: Indent: First line: 0"

EDUCATION AND EXPERIENCE

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

Education:

~~Equivalent to completion of the twelfth grade supplemented by trade school or a Bachelor's Degree from an accredited college or university with major course work in public administration, business administration or a closely related field. Additional specialized training related to repair of electric and hydraulic pumps, motors, boilers, and electronic equipment is required in electrical, mechanical, and plumbing fields related to this service area is desirable.~~

Experience:

~~Four~~ Three years of increasingly responsible supervisory or management experience in a construction or maintenance ~~and repair field operation~~ that would include electrical and mechanical work in a wide variety of pumps, motors, boilers and electrical, electronic, and hydraulic systems, ~~including two years of supervisory responsibility.~~

OR

Two years of experience in the City of Tracy classification of **Treatment Plant Facilities** -Maintenance Supervisor.

Highly desirable:
Public sector experience.

Formatted: Indent: First line: 0.5"
Formatted: Indent: Left: 0", First line: 0.5"

LICENSES AND CERTIFICATES

~~Possession of, or ability to obtain, an appropriate, valid California drivers' license. Possession, or ability to obtain of an appropriate valid Class C California driver's license, with appropriate endorsements, by the end of probation, or within sixty (60) days of appointment, if promotional.~~

Formatted: Not Highlight
Formatted: Not Highlight

Possession of a Grade II Mechanical Technologist OR Grade II Electrical/Instrumentation certification ~~at time of application~~ issued by the California Water Environment Association (CWEA) at time of application.

Formatted: Indent: Left: 0.5"

Possession of a Grade I Water Distribution Operator certificate issued by the California State Water Resources Control Board of California is required at time of application.

Formatted: Indent: Left: 0.5"

Possession of a Grade III Mechanical Technologist certification issued by the California Water Environment Association (CWEA) is highly desirable.

Possession of a Grade III Electrical/Instrumentation certification issued by the California Water Environment Association (CWEA) is highly desirable.

ADDITIONAL REQUIREMENTS

Positions in this class may perform duties that involve a potential risk of occupational exposure to ~~bloodborne~~ blood borne pathogens. Positions in this class shall be counseled by a qualified physician regarding United States, S- Public Health Service Infection Control policies and procedures and offered the Hepatitis B Vaccination.

Positions in this class are required to be in the Respiratory Protection Program and therefore, must be ~~clean-shaven~~ clean-shaven at all times in order to wear respiratory protection or other safety equipment.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit, and talk or hear. The employee is occasionally required to use hands to finger, handle, feel, or operate objects, tools, or controls as well as reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions as well as toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, and quiet, moderately loud, or extremely loud when in the field or in a building.

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

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

SENIOR ELECTRICIAN

Class Title: Senior Electrician	Class Code: 50325
Department: Public Works	Bargaining Group: Teamsters
EEO Code: 81	Effective Date: 9/96
FLSA Status: Non-exempt	Revision History: 5/98; 7/99; <u>8/18</u>

DESCRIPTION

Formatted: Underline

Under general supervision to perform complex and difficult electrical installations, maintenance of electrical equipment, repair, and modification work; and to perform other related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Formatted: Underline

Receives general supervision from the Facilities Maintenance Manager. May provide technical and functional direction to Maintenance Workers and General Laborers.

The Senior Electrician position is distinguished from the Electrician position by the assigned lead responsibility. The incumbent is expected to perform the more difficult and complex tasks.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Formatted: Underline

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

Water and Wastewater

Formatted: Font: Bold

Plan, organize, lead, and direct the installation, repair, maintenance, and modification of a wide variety of electrical systems and equipment including, pump controls, power switch gears, consoles, engine controls, variable speed drives (VFD) and pneumatic controls, alarm systems, lighting, and related systems. In water maintenance, assignments include all electrical, electronic, and instrumentation within the system; perform all electronic and instrument repairs on the wells and collection stations.

Personally perform the most skilled electrical duties; provide technical assistance to staff members; instruct staff in work procedures and safe electrical working practices, troubleshoot electrical equipment problems.

Estimate and secure tools, materials, and equipment required for assigned jobs; discuss work to be performed with supervisor; assign tasks to helpers or assistants.

Monitor work-in-progress at the work site; direct corrections and modifications as appropriate; evaluate job performance per electrical drawings and O&M manual.

Maintain written and computerized records of work performed and materials used; record as-built drawings of modifications; prepare a variety of written records and reports related to the work.

Read and interpret plans; schematics, blueprints, manuals, and specifications; design modifications as necessary.

Directly responsible for the use and maintenance of a wide variety of hand, power, and shop tools, test equipment and other equipment related to the work; operate trucks, lifts, and other related equipment.

Observe safe work methods and ensure the use of safety equipment and precautions related to the work being performed; assist in conducting tailgate safety meetings.

Coordinate work requests with other divisions or departments; respond to questions and requests as appropriate.

Inspect contract work to ensure compliance with specifications and electrical code; recommend corrective action as necessary.

Respond to emergency call-outs on weekends, holidays, and after work hours.

Street and Traffic Lights

Formatted: Font: Bold

Maintain, install, or replace electrical systems and equipment relating to municipal facilities including lighting systems, air conditioning systems, pumps, and other high voltage power systems.

Inspect traffic signal controls and auxiliary equipment; diagnose malfunctions; adjust and replace electronic and mechanical components.

Repair and replace electrical devices, which have been knocked down or broken; make decision and take action to ensure the safety of people and buildings.

Monitor operation of and make adjustments to electrical devices and equipment including timer switches, power generators, printed circuit boards, lamps, fixtures, and AC/DC drives.

Perform electrical system wiring and installations.

Investigate complaints and reports of electrical malfunctions; adjust, repair, or remove defective equipment; make field repairs of damaged equipment.

Operate test instruments such as voltmeter, ampmeter, transistor checker, loop meter, and other electronic-related equipment.

Interpret electrical plans and specifications; provide service as needed.

Maintain accurate work records; order supplies, parts, and materials.

Perform related duties as assigned.

Respond to emergency call-outs on weekends, holidays, and after work hours.

MINIMUM QUALIFICATIONS

Formatted: Underline

Knowledge of:

Methods, materials, tools, and practices used in the repair of electronic and mechanical devices.

Techniques and materials used in the electrical trade; operation and maintenance of a wide variety of and power and shop tools, test equipment, and other equipment common to the electrical and electronic trade; systems, components, and parts of electronic devices used in traffic control.

Principles and theory of electronics and electricity.

Safe work methods and safety regulations pertaining to the electrical codes, ordinances, and regulations pertaining to the work.

AC/DC theory and control circuits.

Computer applications related to controls and recording equipment.

Electrical mathematics.

Skills in:

Working on HIGH VOLTAGE ELECTRICAL CIRCUITS.

Process Logic Controls (PLC) and programming.

Directing and reviewing the work of assistants or helpers; training others in work procedures; understanding and following oral and written directions; exercising independent judgment and initiative without close supervision; establishing and

maintaining effective working relationships with those contacted in the course of work.

Operating and maintaining a variety of hand, power and shop tools, and equipment used in electrical installations, maintenance, and repair work.

Properly placing cones, barricades, and warning devices, and directing traffic at work sites.

Reading and interpreting schematics, blueprints, plans, and specifications; preparing one-line diagrams.

Estimating materials and equipment necessary to complete assigned jobs.

Ability to:

Work with independence and make decisions relative to work methods and tools.

Understand and interpret written and oral instructions; understand and interpret blueprints and wiring diagrams.

Troubleshoot and evaluate electrical systems and take appropriate actions.

Perform skilled electrical work.

Prepare reports and maintain records.

Use and care for tools and equipment used in maintaining and repairing electronic and mechanical devices.

Work in emergency situations, with care and discretion.

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

EDUCATION AND EXPERIENCE

Formatted: Underline

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

Education:

Equivalent to the completion of the twelfth grade supplemented by additional technical courses in electrical maintenance and electronics.

Experience:

Three years of experience in the maintenance and repair of electrical and electronic systems equivalent to those used in the City of Tracy.

LICENSES AND CERTIFICATES

Formatted: Underline

Possession of, or ability to obtain an appropriate, valid California drivers' license.

The Senior Electrician position in the Street and Traffic Lights Division must also possess an Associate Traffic Signal Technician Level I certificate within one year of appointment.

OTHER REQUIREMENTS

Positions in this class may perform duties that involve a potential risk of occupational exposure to bloodborne pathogens. Positions in this class shall be counseled by a qualified physician regarding U.S. Public Health Service Infection Control policies and procedures and offered the Hepatitis B Vaccination.

Positions in this class are required to ~~be in the Respiratory Protection Program and therefore, must~~ be clean shaven at all times in order to wear respiratory protection or other safety equipment.

TOOLS AND EQUIPMENT

Formatted: Underline

Electrical systems, air conditioning systems, pumps, high voltage systems, traffic signal controls, timers, switches, power generators, printed circuit boards, lamps, fixtures, AC/DC drives, and test instruments--voltmeter, ampmeter, transistor checker, loop meter, conduit benders, ratchet punch driver, metal knockout punches, high voltage gloves, underground utilities locator, and ear protection.

PHYSICAL DEMANDS

Formatted: Underline

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

While performing the duties of this job, the employee is frequently required to walk, sit, and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls as well as reach with hands and arms. The employee is occasionally required to climb, balance; stoop, kneel, crouch, crawl, operate boom truck, and climb towers.

The employee must occasionally lift and/or move up to 95 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

On occasion, the employee will use the Fire Department truck (snorkel) for lighting repairs.

WORK ENVIRONMENT

Formatted: Underline

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

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions as well as toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office and extremely loud when in the field or plant.

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

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

SENIOR WASTEWATER TREATMENT PLANT OPERATOR

Class Title: Sr. Waste Water Treatment Plant Oper. Salary Range: 50407
Department: ~~Public Works~~Utilities Bargaining Group: Teamsters
Effective Date: 1988 Revision History: 11/97, 8/18

DESCRIPTION

To perform a variety of skilled technical duties and semi-skilled labor in the operation and maintenance of the City's wastewater treatment plant.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level of the Wastewater Plant Operator series. Positions assigned to this classification required a Grade III Wastewater Treatment Plant Operator Certificate and the ability to perform the most technical and complex duties with a high degree of independence of action and judgment. Employees in the Senior Wastewater Plant Operator class may act as lead operator in the absence of higher level management exercising functional and technical supervision over other plant operations personnel.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from Wastewater Treatment Plant Supervisor.

Exercises functional and technical supervision over plant operations personnel.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Operate wastewater treatment facilities to control flow and processing of wastewater, sludge and effluent; regularly monitor plant functions through reading gauges, graphs, meters, and control panels, and by performing and evaluating chemical tests.

May act as a lead operator functioning with little or no direct supervision and providing direction and training to less experienced personnel regarding all facets of plant operation.

Make daily rounds of the plant performing a variety of duties pertaining to wastewater treatment.

Observe variations in operating conditions by interpreting meter, gauge, and graph readings and test results to determine processing requirements.

Coordinate plant operations activities in a variety of areas including digesters; primary and secondary clarifiers; generator; chlorine, sulfur dioxide and ammonia processes; chemical storage; trickling filters; and holding ponds.

Adjust plant operations as processing needs change.

Operate valves, gates, pumps, motors and generators in controlling treatment processes and related controllers, analyzers and recorders.

Inform supervisors and co-workers of present and potential problems and hazards.

Collect samples from various plant treatment processes and perform a variety of routine laboratory tests; analyze results, document, and take appropriate action. Complete special sampling as required by the laboratory personnel.

Monitor chemical supplies.

Calculate flow rates and calibrate analyzers and feeder systems.

Maintain logs and worksheets of plant operations; compile equipment readings and test results into hourly, daily and monthly reports by entering data into a personal computer.

Record failures of and problems with equipment and write repair work orders.

Answer citizen inquiries and respond to complaints and as assigned conduct plant tours.

OTHER JOB-RELATED DUTIES

Perform custodial and grounds maintenance duties such as sweeping, painting, carpentry, and plumbing.

Assist in the training of lower level operators.

Make emergency repairs to plant equipment.

Perform minor preventative maintenance including cleaning and lubricating plant equipment.

Clean tanks, screens, filters, drying beds, pipes, clarifiers and pumps.

Change chemical containers as required.

Perform routine maintenance work on a variety of related equipment and facilities.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Functions and purposes of wastewater disposal systems.

Standard principles of biology, chemistry and mathematics.

Basic mechanical and electrical systems.

Safe work practices around gases, electricity and chemicals.

Principles and practices necessary in the operation of a wastewater treatment plant including the operation and maintenance of wastewater plant machinery.

Hazardous gases associated with the treatment of sewage.

Modern techniques and developments, current literature, and sources of information regarding wastewater treatment.

Automated equipment as applied to treatment plant operation.

Operational and safety regulations pertaining to wastewater treatment.

Ability to:

Learn the principles and practices necessary in the operation of a wastewater treatment plant including the operation and maintenance of wastewater plant machinery.

Learn to make routine repairs and adjustments to motors, pumps and other equipment.

Learn to read meters and gauges correctly and to act quickly and competently.

Understand and carry out oral and written instructions and to prepare simple written reports.

Learn to collect samples and perform routine laboratory tests.

Lift heavy objects and perform strenuous labor.

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

Use tools necessary in making general repairs and adjustments to motors, pumps, and other equipment.

Read meters and gauges correctly and to act quickly and competently.

Maintain records and compile data into written reports.

Collect samples and perform routine laboratory tests.

Perform all plant operations without direct supervision.

Recognize and take appropriate action to treatment process changes and demands.

Train personnel.

Communicate, orally and in writing, in a clear and concise manner.

Maintain organized and detailed records and logs.

Work any shift, weekends, and holidays as scheduled.

EXPERIENCE AND EDUCATION

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

Experience

Two years of experience performing duties in a wastewater treatment plant.

Training

Equivalent to completion of twelfth grade.

LICENSES AND CERTIFICATES

Possession of, by date of hire, an appropriate, valid California driver license. Possession of a current Grade III Wastewater Treatment Plant Operator Certificate issued by the State of California Water Resources Control Board.

OTHER REQUIREMENTS

Positions in this class may perform duties that involve a potential risk of occupational exposure to bloodborne pathogens. Positions in this class shall be counseled by a qualified physician regarding U.S. Public Health Service Infection Control policies and procedures and offered the Hepatitis B Vaccination.

Positions in this class are required to be clean shaven at all times in order to wear respiratory protection or other safety equipment.

TOOLS AND EQUIPMENT USED

Detection devices, mobile radio, phone, personal computer including word processing and other software, copy and fax machine.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is frequently required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to climb or balance; stoop, kneel, crouch, or crawl.

See well enough to read meters, gauges, charts and video display terminals. See common colors, detect subtle shades of color, see in confined space entries, identify objects at a distance and at night, perform visual safety inspections, and read text.

Communicate in person, on a telephone, and a two-way radio. Hear well enough to converse in person, on a telephone, a two-way radio, detect mechanical problems and operational signal tones, and hear in a noisy environment.

Mobility to stoop, reach above shoulders, move over rough/uneven ground, balance on high or narrow places, move around an office, operate a vehicle, twist and turn frequently, climb stairs, ladders, structures up to 25 feet high. Lift and carry items weighing up to 50 pounds. Push, pull or drag items weighing up to 100 pounds.

Dexterity to handle normal operational precision instruments, operate equipment and machinery, and operate various office equipment.

WORK ENVIRONMENT

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

Physical tolerance to working outside in heat, cold, rain, among dust and pollens; in confined, awkward

spaces; in obnoxious odors; with hazardous chemicals such as chlorine, sulfur dioxide; ammonia; and wear respiratory protection equipment as required.

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

SELECTION GUIDELINES

Formal application; rating of education and experience; oral interview and reference check; job- related tests may be required.

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

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

WASTEWATER TREATMENT PLANT OPERATOR

Class Title: Wastewater Treatment Plant Operator	Class Code: 50406
Department: Public Works <u>Utilities</u>	Bargaining Group:
Teamsters	
EEO Code: 81	Effective Date: 1988
FLSA Status: Non-Exempt	Revision History: 3/02; <u>8/18</u>

DESCRIPTION

This position performs a variety of skilled technical duties and semi-skilled labor in the operation and maintenance of the City’s wastewater treatment plant.

DISTINGUISHING CHARACTERISTICS

This is the entry/journey level of the Wastewater Plant Operator series. Employees in this classification are hired at the entry level and are required to perform the full range of duties at the journey level within a relatively short period of time, typically within a twenty-four (24) month period. As experience is gained, incumbents are expected to perform with increasing independence of action and judgment. Positions assigned to this classification require a State Water Resources Control Board Grade I or II Wastewater Treatment Plant Operator Certificate.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from the Wastewater Plant Operations Manager, Principal Wastewater Treatment Plant Operator, or Senior Wastewater Treatment Plant Operator. Incumbent is expected to perform with increasing independence of action and judgment as experience is gained. This position exercises no supervision.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Perform plant rounds to ensure that water treatment processes are functioning within the established operating parameters.

Perform plant rounds to ensure that solids treatment processes are functioning within the established operating parameters.

Perform plant inspections to ensure that water treatment process related equipment is operating as required.

Perform pant inspections to ensure that solids treatment process related equipment is operating as required.

Collect process samples as required.

Perform routine laboratory tests such as chlorine residuals, dissolved oxygen content and pH measurements.

Complete special laboratory sampling as required by Laboratory personnel

Record information in the operations logbook

Record process readings on appropriate worksheets

Enter data into a personal computer

Write repair request work orders

Complete timecard and Divisional information requests

Notify plant personnel of operating conditions both orally and in writing

Inform Supervisors and co-workers of present and potential problems and hazards

Contact appropriate personnel for response to emergency situations

Perform custodial and grounds maintenance duties such as sweeping, mopping, painting, carpentry work and plumbing

Assist in the repair of plant equipment

Perform minor preventative maintenance on plant equipment such as cleaning and lubrication

Clean tanks, screens, filters, drying beds, pipes and pumps

Respond to emergencies on an on-call basis

Establish and maintain an effective working relationship with those contacted in the course of work.

Answer citizen inquires and respond to complaints

Monitor chemical supplies.

Answer citizen inquiries and respond to complaints and as assigned conduct plant tours.

Make emergency repairs to plant equipment.

Change chemical containers as required.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

The operation of wastewater treatment facilities to control flow and processing of wastewater, sludge and effluent; regularly monitor plant functions through reading gauges, graphs, meters, and control panels, and by performing and evaluating chemical tests.

The operation of valves, gates, pumps, motors and generators in controlling treatment processes and related controllers, analyzers and recorders

The standard principles of biology, chemistry and mathematics as applied to wastewater treatment plant operations.

The basic mechanical and electrical systems as applied to wastewater treatment plant operations.

Safe work practices around gases, electricity and chemicals.

Automated equipment operation as applied to treatment plant operation
Equipment used in wastewater treatment; Laboratory equipment; and
Utilization of a motorized vehicle.

Ability to:

Learn the principles and practices necessary in the operation of a wastewater treatment plant including the operation and maintenance of wastewater plant machinery.

Learn to make routine repairs and adjustments to motors, pumps and other equipment. Use tools necessary in making general repairs and adjustments to motors, pumps, and other equipment.

Learn to read meters and gauges correctly and to act quickly and competently.

Understand and carry out oral and written instructions

Learn to collect samples and perform routine laboratory tests.

Lift heavy objects and perform strenuous labor.

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

Maintain records and complete operational worksheets,

Learn to perform all plant operations without direct supervision.

Recognize and take appropriate action to treatment process changes and demands.

Communicate, orally and in writing, in a clear and concise manner.

Work any shift, weekends, and holidays as scheduled.

Wear and use personal protective equipment

Maintain organized and detailed records and logs.

EXPERIENCE AND EDUCATION

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

Experience

Two years experience performing duties equivalent to those in the operation of a wastewater treatment facility.

Training

Equivalent to completion of twelfth grade, with supplemental course work in the treatment of wastewater.

LICENSES AND CERTIFICATES

The possession of an appropriate valid California Driver License by the date of hire is required.

The possession of a current Grade I or II Wastewater Treatment Plant Operator Certificate issued by the State of California Water Resources Control Board.

As a condition of employment, incumbents in this classification are required to obtain a Grade III Wastewater Treatment Plant Operator Certificate issued by the State of California Water Resources Control Board within 24 months of the date of hire. This requirement could extend the existing employment probationary period of 12 months up to, but not more than, 24 months.

OTHER REQUIREMENTS

Positions in this class may perform duties that involve a potential risk of occupational exposure to bloodborne pathogens. Positions in this class shall be counseled by a qualified physician regarding U.S. Public Health Service Infection Control policies and procedures and offered the Hepatitis B Vaccination.

Positions in this class are required to be clean shaven at all times in order to wear respiratory protection or other safety equipment.

TOOLS AND EQUIPMENT USED

Detection devices, mobile radio, phone, personal computer, including word-processing, and other software, copy and fax machine.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is frequently required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to climb or balance; stoop, kneel, crouch, or crawl.

See well enough to read meters, gauges, charts and video display terminals. See common colors, detect subtle shades of color, see in confined space entries, identify objects at a distance and at night, perform visual safety inspections, and read text.

Communicate in person, on a telephone, and a two-way radio, address large and small groups, with and without a microphone. Hear well enough to converse in person, on a telephone, a two-way radio, detect mechanical problems and operational signal tones, and hear in a noisy environment.

Mobility to stoop, reach above shoulders, move over rough/uneven ground, balance on high or narrow places, move around a laboratory and an office, operate a motorized vehicle, twist and turn frequently, climb stairs, ladders, structures up to 30 feet high. Lift and carry items weighing up to 50 pounds. Push, pull or drag items weighing up to 100 pounds.

Dexterity to handle normal operational precision instruments, operate equipment and machinery, and operate various office equipment.

Wear appropriate personal protective equipment, such as safety shoes, respiratory protection gear, fall protective gear and any other gear designed to provide required protection.

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

Physical tolerance to working outside in heat, cold, rain, among dust and pollens; sit and/or stand for long periods of time; work in and around obnoxious odors in confined, awkward spaces; obnoxious odors; work with hazardous chemicals such as chlorine, sulfur dioxide; ammonia; wear respiratory protection equipment as required.

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

HAZARDOUS MATERIALS

Physical tolerance to work with hazardous chemicals commonly found in the treatment of wastewater and in a laboratory.

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

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

INSTRUMENTATION TECHNICIAN

Class Title: Instrumentation Technician Bargaining Group: Teamsters
Department: Public Works Salary Range: 50413
Effective Date: 1988 Revision History: 11/97, 8/18

DESCRIPTION

To perform difficult and complex technical work in the testing, installation, maintenance and repair of all pneumatic, electronic and electrical control systems relative to the water and wastewater treatment operations and the laboratory.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Laboratory Supervisor.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

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

Install, maintain, repair and adjust computer system hardware, digital data multiplexing equipment used for indicating, telemetering, measuring and controlling flow, temperature, motion, force and chemical composition.

Install, repair and maintain the supervisory and sensory control systems.

Repair, maintain and calibrate the level, pressure and flow telemetry.

Maintain a variety of electronic control instruments used to operate electrical mechanical equipment, record data, indicate equipment status and activate supervisory control.

Maintain and repair automatic control valves and associated control functions.

Modify and install a variety of supervisory controls including switches, relays and control loops.

Operate a variety of electronics testing equipment.

Maintain service records, identify sources and participate in development of specifications for requisitions for parts and electrical equipment.
Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Installation, repair and maintenance of supervisory, sensory control systems used in water treatment operations.

Principles of electronics as applied to telemetry.

Safe working practices and procedures.

Ability to:

Operate electronics testing equipment.

Keep records and read electrical drawings.

Install, repair and maintain a variety of supervisory, sensory control systems relative to water treatment operations.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationship[s] with those contracted in the course of work.

EDUCATION AND EXPERIENCE

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

Experience:

Four years of technical electronics experience in the maintenance, installation and repair of electronic sensory control systems.

Training:

Equivalent to an Associate of Arts degree from a two-year college with course work in electronic sensory systems diagnosis, maintenance, repair and testing.

LICENSES AND CERTIFICATES

Possession of, or ability to obtain an appropriate, valid California driver license.

OTHER REQUIREMENTS

Positions in this class may perform duties that involve a potential risk of occupational exposure to bloodborne pathogens. Positions in this class shall be counseled by a qualified physician regarding U.S. Public Health Service Infection Control policies and procedures and offered the Hepatitis B Vaccination.

Positions in this class are required to ~~be in the Respiratory Protection Program and therefore, must~~ be clean shaven at all times in order to wear respiratory protection or other safety equipment.

Formatted: Font: Bold

Formatted: Font: Arial

TOOLS AND EQUIPMENT USED

Computer hardware, digital data multiplexing equipment used for telemetering, measuring and controlling flow, temperature, motion, force and chemical composition, sensory control systems, electronic control instruments, control valves, switches, relays and control loops, computer hardware and software to program instruments and (PLC) programmable logic controls.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is at all times required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

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

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

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

SELECTION GUIDELINES

Formal application; rating of education and experience; oral interview and reference check; job- related tests may be required.

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

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

RESOLUTION 2018-_____

AUTHORIZING AMENDMENT TO THE CITY'S CLASSIFICATION PLAN BY APPROVING THE AMENDMENT OF VARIOUS EXISTING CLASSIFICATION SPECIFICATIONS INCLUDING; PUBLIC WORKS SUPERINTENDENT, UTILITY LINE MAINTENANCE SUPERINTENDENT, FACILITIES MAINTENANCE SUPERINTENDENT, PLANT MAINTENANCE SUPERVISOR, SENIOR ELECTRICIAN, INSTRUMENTATION TECHNICIAN, WASTEWATER TREATMENT PLANT OPERATOR AND SENIOR WASTEWATER TREATMENT PLANT OPERATOR

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

WHEREAS, Modification of the classification specifications are necessary due to operational need, and

WHEREAS, It is necessary to amend the City's Classification and Compensation Plans

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the Human Resources Director or designee to amend the City's Classification Plan of various existing classification specifications including Public Works Superintendent, Utility Line Maintenance Superintendent, Facilities Maintenance Superintendent, Plant Maintenance Supervisor, Senior Electrician, Instrumentation Technician, Wastewater Treatment Plant Operator and Senior Wastewater Treatment Plant Operator.

The foregoing Resolution 2018-_____ was adopted by the Tracy City Council on the 21st day of August, 2018, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.O

REQUEST

**APPROVE A TWENTY-FIVE YEAR GROUND LEASE AGREEMENT
BETWEEN THE CITY OF TRACY AND JT FARMS, A SOLE
PROPRIETORSHIP, FOR FARMING OPERATIONS ON CITY PROPERTY
LOCATED AT THE NEW JERUSALEM AIRPORT**

EXECUTIVE SUMMARY

The City owns approximately 390 acres of land known as the New Jerusalem Airport property. The property was previously under a Lease Agreement to farm the property that was not within the runway area. The previous agreement has expired and a Request for Proposals (RFP) was issued to seek proposals to farm the property. JT Farms responded with the most favorable proposal to the City.

DISCUSSION

The City owns property located off of Durham Ferry Road known as the New Jerusalem Airport. The property is approximately 390 acres in size and consists of one active runway and one parallel abandoned runway. The City is responsible for maintenance of the property which is estimated to be approximately \$20,000 per year, but since the airport is not part of the Federal National Plan of Integrated Airport Systems (NPIAS), the airport does not receive Federal funding. The airport does receive \$10,000 per year from the State's California Aid to Airports Program (CAAP), which is used to help offset operating expenses.

The City has leased the New Jerusalem Airport property for farming purposes since 2001. This was done with short-term agreements of approximately five years each, with various row crops such as tomatoes being primarily farmed. The previous lease agreement has expired and staff issued an RFP to seek competitive proposals to farm the property.

The City received four proposals to lease the property. The successful proposer was JT Farms, who proposed to use the property to grow nut trees and farm the property at an annual rent of \$120,000, payable in quarterly installments of \$30,000 each. Due to airspace restrictions around the active runway and taxiway areas, when planting trees, the area which is suitable for farming is reduced to approximately 270 acres. The proposed rent amount would equal approximately \$444 per acre that they will be farming. Under previous agreements to farm the property, the City was receiving a rent amount of approximately \$150 per acre. In addition to receiving the annual payment, as part of the lease agreement, JT Farms will also be installing up to two new water wells on the property. Attachment "A" is a copy of the lease outlining the terms and conditions agreed to by the City and JT Farms.

Should the City decide that there is another use better suited for the airport property, the agreement includes language for a buyout of the lease for \$2.5 million at any time during the lease term.

STRATEGIC PLAN

This agenda item supports the Governance Strategic Plan and specifically implements the following goals and objectives:

Goal 2: Ensure continued fiscal sustainability through financial and budgetary stewardship.

Objective 3: Identify new revenue opportunities.

FISCAL IMPACT

The Airport Fund will receive \$120,000 during the first year of the lease with an additional increase based on the average change in the Consumer Price Index (CPI) beginning in year 6 and every 5 years thereafter. Over the twenty-five year life of this agreement, the Airport Fund will receive a minimum of \$3,000,000 plus any increases as a result of the change in CPI.

The revenue received from this lease will help to offset the expenditures of the Airport Fund and reduce the General Fund annual subsidy.

Should the City decide that there is another use better suited for the airport property, the agreement includes language for a buyout of the lease for \$2.5 million at any time during the lease term.

RECOMMENDATION

Staff recommends that the City Council approves, by resolution, a twenty-five year ground lease agreement between the City of Tracy and JT Farms, LLC for farming operations at the New Jerusalem Airport property.

ATTACHMENTS

Attachment "A" – Lease Agreement

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: Brian MacDonald, Parks and Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

**LEASE AGREEMENT
NEW JERUSALEM AIRPORT AGRICULTURAL LEASE**

THIS LEASE AGREEMENT (hereinafter "Lease") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and JT Farms, a Sole Proprietor (hereinafter "LESSEE").

RECITALS:

- A. CITY owns approximately 390 acres of land known on the San Joaquin County Assessor rolls as APN 255-27-088, (the "Airport Property"), of which approximately 270 acres (the "Premises") is available and suitable for agricultural crop production. The Airport Property is more particularly described in **Exhibit "A"**. The Airport Property and the Premises are shown on the Satellite Image attached hereto as **Exhibit "A-1"**.
- B. LESSEE is a Sole Proprietor engaged in farming in the Central Valley of the State of California.
- C. CITY desires to lease the Premises to LESSEE, and LESSEE desires to lease the Premises from CITY, for the purpose of agricultural crop production under the terms and conditions of this Lease.
- D. CITY requested competitive proposals from interested parties for lease of the Premises and CITY determined LESSEE's responsive proposal provided the greatest benefit to CITY.

TERMS:

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **TERM.** The term ("Term") of this Lease is from September 1, 2018 through August 30, 2043. So long as LESSEE is not in default under this Lease, LESSEE shall have the option to extend the Term for up to five (5) one- year option years. To exercise the option to extend the Term, LESSEE shall provide at least ninety (90) days' written notice of its election to extend the Term to CITY.

Notwithstanding the foregoing and subject to LESSEE'S right to compensation as set forth below, in the event CITY determines in its sole discretion a non-agricultural, non-public or public use of the Premises is in the best interest of CITY, CITY shall have the right to terminate the Lease. The Lease shall terminate at the end of the LESSEE'S harvest in the calendar year in which the CITY determines that a non-agricultural, non-public or public use of the Premises is in the best interest of CITY, and the CITY shall pay LESSEE \$2,500,000 to buy out the remainder of the lease agreement, regardless of what year the lease is currently in.

2. **LEASE PAYMENT.** LESSEE agrees to pay CITY a fixed rate of \$120,000 annually ("Rent"), payable in quarterly installments of \$30,000, due by the last day of each of the following months: September, December, March, and June. Beginning in year six (6) of the Agreement, Septebmer 1, 2024, the Rent will be adjusted once every five (5) years by the

average annual percentage increase in the Consumer Price Index ("CPI") for all urban consumers in the San Francisco-Oakland-San Jose, California area, for the prior five (5) calendar years. The adjustment will be made each September 1st of the following years during the Term of the Lease: 2024, 2029, 2034, 2039, 2044 (option year).

2.1 All Rent shall be sent to the following address, or such other address to which CITY may direct by written notice to LESSEE:

City of Tracy Finance Department
333 Civic Center Plaza
Tracy, CA 95376

3. **PREMISES.** CITY leases the Premises to LESSEE, and LESSEE leases the Premises from CITY, under all the terms and conditions of this Lease.
4. **USE.** LESSEE agrees to plant the crops, install irrigation facilities, furnish and apply fertilizer and insecticides, cultivate and irrigate the crops, and harvest and deliver the crops, in the proper season and in accordance with acceptable farming methods in the Central Valley of the State of California, all at LESSEE's own cost and expense. LESSEE shall, within the limitations set forth above, determine the crops that shall be planted upon each field of the Premises at all times during the Term of this Lease.
 - 4.1 Except as otherwise expressly set forth in this Lease, LESSEE agrees to restrict planting and all of its agricultural activity to the Premises.
 - 4.2 The Active Runway area and Abandoned Runway area ("Runways") on the Airport Property as shown on **Exhibit "B"** are outside the Premises and not included as part of this Lease.
 - 4.3 LESSEE'S use of the Premises shall conform to all applicable rules and regulations governing the Premises including, but not limited to, local building and fire codes. All repairs and maintenance work done on the Premises is subject to Federal Aviation Administration (FAA) and airport regulations in addition to applicable local, county and state laws.
 - 4.4 LESSEE shall be responsible for all costs associated with providing water to the Premises.
 - 4.5 LESSEE is responsible for safely securing all property and farming equipment and for safely storing all chemicals and other hazardous materials in accordance with State and local laws.
 - 4.6 LESSEE shall provide written notice to CITY of at least two business days prior to any aerial chemical spraying of the Premises by LESSEE.
 - 4.7 LESSEE shall keep the Premises free and clear of all rubbish, trash and other growth generally considered to be foul, noxious or objectionable to good farming practices.

- 4.8 LESSEE agrees not to apply any herbicides or soil sterilant, which would affect any crop or landscaping that may be planted on the Premises after the termination of the Lease.
- 4.9 CITY reserves for its own use and benefit (i) the Runways and areas adjacent to the Runways located outside the Premises; and (ii) the right to ingress and egress through the Premises to and from said Runways and the County road on the Airport Access Roadways shown in Exhibit "B" for the public use of the Runways for all lawful purposes. LESSEE shall not use or store equipment, materials, supplies, tools or products, outside the Premises.
- 4.10 It is understood that crop dusters may request a use permit to conduct flight operations for agricultural spraying on the Premises from the New Jerusalem Airport. If such a request is made, the CITY may issue or deny such permit according to applicable laws and regulations. LESSEE acknowledges that, by separate agreement, the Tracy Skyliners, a model airplane club, has permission from the CITY to use that portion of the Airport Property located outside the Premises being the North 1,000 feet of the abandoned runway shown on Exhibit "B" for the Term of this Lease.
- 4.11 LESSEE agrees to (i) reconfigure the access roads to the gas wells on the Premises as shown in Exhibit "C"; and (ii) leave a rough graded area approximately 100 feet wide by 50 feet long in the approximate location shown by the white square on Exhibit "C."
- 4.12 Upon termination of Lease, LESSEE agrees to remove all trees and vines from, and rough disc, the Premises; provided, however, if this Lease is terminated under provisions in section 1 of this agreement, LESSEE shall be under no obligation to remove the trees and vines and disc the Premises.
5. ACCEPTANCE AND MAINTENANCE OF PREMISES. The leveling, if any, of the Premises will be the responsibility of LESSEE. LESSEE further agrees that:
- 5.1 LESSEE shall accept the Premises in its present condition without any liability or obligation on the part of CITY to make any alterations, improvements or repairs of any kind which would constitute a change to the present condition of the Premises.
- 5.2 The water to irrigate the Premises is currently furnished by a well, pump, and motor ("Existing Well Facilities") located on the Premises, which shall continue to be the property of CITY. LESSEE shall have access to the Existing Well Facilities, as needed, to provide sufficient water volume to the Premises to produce and maintain healthy crops. LESSEE agrees to pay the standby charge and for all electricity used by LESSEE on the Premises during the term of this Lease. It is mutually understood and agreed that the current pump is not in good working order. LESSEE has right to replace the current pump at LESSEE'S sole cost and expense. LESSEE may drill additional wells ("New Well Facilities") on the Premises, and install pumps, motors and lines in connection with the New Wells at LESSEE'S sole cost and expense, to deliver adequate water to LESSEE'S crops, subject to all applicable rules and regulations. LESSEE shall maintain the Existing Well Facilities and all New Well Facilities in good working condition during the Term of the Lease. All New Well Facilities shall become property of the CITY at the end of the Lease Term.

5.3 LESSEE shall be liable for any and all damage to the Premises caused by the LESSEE, its employees, agents or invitees.

5.4 LESSEE shall not permit irrigation or drain water to seep or flow onto the surfaces of the Runways reserved by CITY, nor allow any obstruction of said Runways or navigable air space at any time.

5.5 Except as expressly set forth herein, LESSEE is not responsible for the maintenance or repair of any portion of the Airport Property located outside the Premises.

6. **ALTERATIONS AND MODIFICATIONS.** LESSEE covenants and agrees not to install any fixtures or make any alterations, additions, erecting of structures or improvements to the Premises without the prior written approval of CITY, except as otherwise set forth in this agreement. All fixtures installed or additions and improvements made to the Property shall become CITY's property and shall remain on the Premises at the termination of this Lease.

7. **ASSIGNMENT, SUBLEASE AND LEASE ENCUMBRANCES.** LESSEE may not voluntarily or involuntarily assign or sublease this Lease without first obtaining CITY's written consent. It shall be unreasonable for CITY to withhold its consent to an assignee who meets one or more of the following minimum qualifications: (i) an individual who is a principal in the LESSEE business entity, (ii) a corporation or other business entity in which Lessee or any principal of LESSEE is a principal, (iii) an individual with at least five (5) years of experience in the agricultural industry, or (iv) a business entity in which at least one of the principals has at least five (5) years of experience in the agricultural industry. LESSEE shall promptly notify CITY in writing of any proposed assignment or sublease, including the name, mailing address and telephone number of the assignee or sublessee.

LESSEE shall have the right, upon written notice to CITY of the name of the lender and nature of the collateral, to collateralize the crops produced by LESSEE under the terms and conditions of this Lease, and to mortgage LESSEE's leasehold interest in this Lease.

8. **COMPLIANCE WITH LAWS.** In its use of the Premises, LESSEE shall comply with all applicable laws or regulations now or hereafter adopted by any federal, state, or local government, and with all laws, regulations, policies, and guidelines now or hereafter adopted by the CITY.

9. **INDEMNIFICATION.** LESSEE shall defend, indemnify, and hold CITY, its officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with LESSEE's use of the Premises, including, but not limited to, those claims, injuries, damages, losses, or suits, and attorneys' fees based upon nuisance, excepting however, those claims, injuries, damages, losses, or suits, including attorneys' fees, for injuries and damages caused by the sole active negligence or willful misfeasance of CITY.

10. **TAXES.** LESSEE shall pay, when due, any real property taxes levied against the Premises as a result of any possessory interest taxes which may be imposed on LESSEE's interest in the Premises. This provision constitutes written notice to LESSEE pursuant to California Revenue and Taxation Code Section 107. CITY shall not be responsible for payment of

any such tax. No such tax shall in any way reduce or substitute for the charges or fees required to be paid as a condition of this Lease or as otherwise required by CITY.

11. **ENTRY AND INSPECTION.** CITY reserves the right to enter the Premises at any time and by whatever means necessary, including, but not limited to, the following situations: (a) in case of emergency, (b) to make necessary repairs and improvements, (c) to supply necessary services, (d) when CITY reasonably believes that the LESSEE has abandoned or surrendered the Premises, (e) to inspect the Premises for compliance with the Lease, (f) pursuant to court order, (g) for tests or surveying, and (h) as permitted pursuant to Section 4.11, above. When entering the Premises, CITY shall take care to minimize disruption to agricultural operations of LESSEE. CITY agrees to provide notification of at least 24 hours to LESSEE of any approved entries to Property that CITY has given to any third party.
12. **INSURANCE.** LESSEE shall procure and maintain, for the duration of the Lease, liability insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the LESSEE's operation and use of the Premises. The cost of such insurance shall be borne by the LESSEE.

12.1 Coverage shall be at least as broad as:

12.1.1 General Liability insurance coverage on a per occurrence basis which insures against all liability of CITY and its agents arising out of and in connection with LESSEE's use of the Premises.

12.1.2 Property insurance against all risks of loss to any tenant improvements or betterments.

12.2 LESSEE shall maintain limits with respect to the foregoing coverages in no less than the following amounts:

12.2.1 General Liability: \$2,000,000 per occurrence for bodily injury or property damage.

12.2.2 Property Insurance: Full replacement cost with no coinsurance penalty provisions.

12.2.3 Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, and volunteers; or the LESSEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

12.4 Each insurance policy required under this Lease shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, scope or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

12.5 Each insurance policy required under this Lease shall name CITY as an additional named insured.

12.6 Insurance is to be placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A:VII.

12.7 LESSEE shall furnish CITY with original certificates and endorsements affecting coverage required under this Lease. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by CITY before this Lease commences.

13. **WAIVER.** The waiver by either party of any provision or condition of this Lease shall not be construed to be a waiver of any other provision or condition of this Lease and shall not preclude the other party from demanding performance in accord with the other terms thereof nor shall any such waiver be construed to be permanent unless such waiver is in writing and signed by both CITY and LESSEE.

14. **FORCE MAJEURE.** Except as to the payment of Rent and for damages chargeable to the responsible party, neither CITY nor LESSEE shall be chargeable with, liable for, or responsible to the other for anything or in any amount for any delay caused by fire, earthquake, explosion, the elements, acts of God, riots, strikes, lockouts and any delay due to said causes or any of them shall not be deemed a breach of or default in the performance of this Lease.

15. **LESSEE'S DEFAULT.** The occurrence of any of the following events shall constitute a default by LESSEE:

15.1 Failure to pay Rent when due, and LESSEE's continued failure to pay Rent ten (10) days after written notice of default from CITY.

15.2 Failure to pay any installment or any amount owed to CITY, and LESSEE's continued failure to pay ten (10) days after written notice from CITY.

15.3 Failure to perform any other provision of this Lease, if the failure to perform is not cured within thirty (30) days after written notice thereof is given by CITY to LESSEE; if the failure to perform cannot reasonably be cured within thirty (30) days LESSEE shall not be in default if LESSEE commences to cure the default within the thirty (30) day period and diligently continues to cure the default.

16. CITY'S REMEDIES ON DEFAULT.

16.1 **CITY's Right to Terminate Lease.** Upon LESSEE's default of this lease, City shall have the right, upon ten (10) days' written notice, to terminate this Lease and any and all interest of LESSEE in and to the Premises, to enter upon and retake possession of the Premises, including all improvements thereon and facilities appurtenant thereto, by legal proceedings or otherwise, and to recover from LESSEE, at the time of such termination, the excess, if any, of the amount of Rent to be paid by LESSEE under this Lease for the balance of the Lease Term over the then reasonable rental value of the Premises for the same period. For the purposes of this section, CITY and LESSEE agree that the reasonable rental

value shall be the amount of Rent which City can obtain as Rent for the balance of the Lease Term.

16.2 Other Remedies. All rights, options, and remedies of CITY contained in this Lease shall be construed and held to be cumulative and not one of them shall be exclusive of the other, and CITY shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided for by law, whether or not stated in this Lease.

17. RELATIONSHIP OF PARTIES. The relationship between CITY and LESSEE shall always and only be that of lessor and LESSEE. LESSEE shall never at any time during the term of this Lease become the agent of CITY, and CITY shall not be responsible for the acts or omissions of LESSEE or its agents.

18. SEVERABILITY. The unenforceability, invalidity, or illegality of any of provision herein shall not render the other provisions unenforceable, invalid, or illegal.

19. HOLDOVER.

If LESSEE holds over and retains possession of the Premises or any part thereof after the expiration of this Lease, then such holding over shall be deemed to be a month to month tenancy only and all other terms of this Lease shall remain in full force and effect.

20. RECORDATION. Pursuant to Government Code Section 37393, the Lease shall be recorded in the Office of the County Recorder, County of San Joaquin, State of California.

21. **NOTICES.** All notices to the parties shall be in writing and shall be addressed and mailed to their representatives as follows:

CITY (LESSOR):
City of Tracy
Attn: Director of Parks & Recreation
333 Civic Center Plaza
Tracy, CA 95376

LESSEE:
JT Farms
Attn: Jasbir Tatla
726 San Miguel Avenue
Sunnyvale, CA 94085

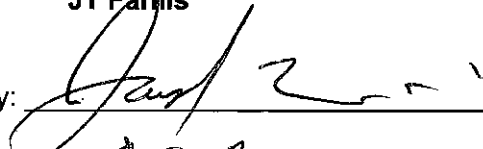
With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written:

CITY OF TRACY

JT Farms

By: _____
Robert Rickman
Title: Mayor
Date: _____

By:  _____
Title: owner
Federal Tax ID: 20-861440
Date: 8/8/18

Attest:
By: _____
Adrienne Richardson
Title: City Clerk
Date: _____

Approved As To Form:
By: _____
Thomas Watson
Title: City Attorney
Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

PARCEL 1:

That certain tract of land situated in San Joaquin County, State of California, starting from a point which is the common section corner of Sections 3, 15, 16, 21, and 22, T3S, R6E, MDBM; thence, due North 0 05' 40" West, a distance of 5,294.88 feet to a point which is common to the Tracy Land and Water Company tract of 637 acres at its Northwest corner and to the C. and A. Boltzen Tract at its most Northeasterly corner, as the point beginning; thence, North 44 41' 20" East a distance of 2,260 feet; thence, South 45 18' 40" East, a distance of 4,497.36 feet; thence, South 49 24' 50" West, a distance of 3,973.80 feet; thence, North 45 18' 30" West a distance of 2,482.79 feet; thence, North 1 05' 40" West, a distance of 2,395.03 feet to the point of beginning. Said land contains 361.06 acres, more or less.

PARCEL 2:

That certain tract of land situated in San Joaquin County, State of California, starting from a point which is the common section corner of Sections 15, 16, 21, and 22, T3S, R6E, MDBM; thence, due North 0 05' 40" West, a distance of 5,294.88 feet to a point which is common to the Tracy Land and Water Company tract at its Northwest corner and to the C. and A. Boltzen Tract at its most Northeasterly corner, as the point of beginning; thence South 44 41' 20" West, a distance of 1,700 feet; thence, South 45 18' 40" East, a distance of 1,687.13 feet; thence, North 0 05' 40" West, a distance of 2,395.03 feet to the point of beginning. Said land contains 32.921 acres.

EXHIBIT "A-1"

AIRPORT PROPERTY AND THE PREMISES



EXHIBIT "B"
LOCATION OF RUNWAY AND ABANDONED RUNWAY



EXHIBIT "C"
GAS WELL ACCESS AND ROUGH GRADED AREA (Section 4.11)



EXHIBIT "D"
APPROXIMATE PLANTING AREAS



***Exact areas may change based on restrictions from Caltrans or the FAA**

RESOLUTION _____

AUTHORIZING A TWENTY-FIVE YEAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TRACY AND JT FARMS, A SOLE PROPRIETORSHIP, FOR FARMING OPERATIONS ON CITY PROPERTY LOCATED AT THE NEW JERUSALEM AIRPORT

WHEREAS, The City owns approximately 390 acres of land known as the New Jerusalem Airport property, of which, approximately 270 acres are suitable for farming, and

WHEREAS, A Request For Proposals was issued seeking parties interested in leasing the property, and

WHEREAS, JT Farms, was the successful proposer offering to plant nut trees and farm the property at a starting annual rent of \$120,000, payable in quarterly installments of \$30,000 each, and

WHEREAS, Staff recommends that the City enter into a twenty-five year lease agreement with JT Farms;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby approves a twenty-five year ground lease agreement between the City of Tracy and JT Farms, for farming operations on the New Jerusalem Airport Property.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the City Council of the City of Tracy on the 21st day of August, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.P

REQUEST

APPROPRIATE \$1.2 MILLION FROM TRACY INFRASTRUCTURE MASTER PLAN (TIMP) TRAFFIC FUND FOR CIP 73144 WIDENING OF CORRAL HOLLOW ROAD FROM OLD SCHULTE ROAD TO LINNE ROAD AND APPROVE A RENEWAL COOPERATIVE AGREEMENT WITH SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG) FOR FUNDING OF \$3.0 MILLION FROM MEASURE K REGIONAL ARTERIAL PAY AS YOU GO FUNDS TOWARDS DESIGN AND ACQUISITION OF RIGHT OF WAYS AND TO UN-FUND TIMP FUNDS PREVIOUSLY COMMITTED

EXECUTIVE SUMMARY

The Corral Hollow Road Widening from Old Schulte Road to Linne Road is a Council approved Capital Improvement Project. A total of \$17 million (M) was initially secured from San Joaquin Council Of Governments (SJCOG) to use towards this Project, \$13M from Measure K and \$4M from Regional Transportation Impact Fees (RTIF). This project has become ineligible for RTIF funding. To mitigate the funding shortfall, SJCOG has increased Measure K funding from \$13M to \$16M for this Project and staff is requesting reallocation of Tracy Infrastructure Master Plan (TIMP) Traffic Fund (Fund: 363) to supplement the remaining \$1.2M shortfall. Due to changes in project prioritization, staff recommends delaying and unfunding previously committed projects in the TIMP-Traffic Fund to align with the current fund balance to revenues received from development. These projects will be funded in future years when sufficient funds have been collected.

DISCUSSION

The widening of Corral Hollow Road from Old Schulte Road to Linne Road CIP 73144, involves widening the existing two lane road to four lanes with median, sidewalks, storm drainage and street lights. While a majority of the project site is located in the City, a portion of the street segment is located within the San Joaquin County jurisdiction. The City has already executed an agreement with the County allowing the City to acquire right of ways, design, and construct this project in the County jurisdiction area. The project design is in the final stages of completion and the City has started the right of way acquisition process.

The Project's initial funding was through SJCOG for a total of \$17M, \$13M of Measure K funds financed against future revenue for construction costs and \$4M from RTIF for design and right of way acquisition. The Project has since become ineligible for RTIF funding due to an updated nexus study through SJCOG. As a result, SJCOG replaced this funding with \$3M pay as you go Measure K – Arterial Funds, with a total allocation of \$16M. A Measure K Renewal Cooperative Agreement needs to be entered in to with SJCOG for release of \$3.0 million from Measure K pay as you go Arterial funds for continuation of the design and acquisition of right of ways for the Corral Hollow Road Widening project.

This leaves a funding gap of \$1.2M for this Project. In order to proceed ahead with the design and acquisition of right of ways for this Project the \$1.2M needs to be appropriated from the available TIMP Traffic impact fees to CIP 73144 to cover FY2017-18 project expenses and costs incurred prior to the renewal agreement with SJCOG.

The estimated cost of the project will be updated after completion of the design. Another Cooperative Agreement with SJCOG will be signed for release of \$13M for the construction phase of this project. Either additional funding will be needed to complete the project or the project will be completed in several phases with the scope of the first phase limited to the available funding from multiple sources.

Total expenses for FY2017-18:		
TIMP(363)	Project Management	\$ 3,782
TIMP(363)	Site Acquisition	\$ 325,000
RTIF(808)	Project Permits	\$ 2,331
RTIF(808)	Project Design	\$ 592,953
Transfer out to CIP 73145		\$ 80,000
Total Expenses for FYE 2018		\$ 1,004,066

Total expenses for FY2018-19		
TIMP(363)	Site Acquisition	\$ 45,781
Total Expenses for FY 2019		\$ 45,781

Total FYE2018 & Current FY2019 Expenses	\$ 1,049,847
--	---------------------

In FY 2018, the City incurred a total of \$1,004,066 in expenses, of which \$595,284 was expensed against the RTIF (808) fund which is no longer an eligible funding source. As a result, these expenses will need to be transferred to the TIMP fund once approved through resolution by Council. The remaining expenses from FY 2018 and current year have been expensed to TIMP (363) which has not yet been approved as a funding source for this project which will require an additional \$600,000 in appropriations.

In the FY 2018-2019 budget, the City Council previously committed the TIMP-Traffic Fund to several projects. (See table under Fiscal Impact) The TIMP-Traffic Fund's available fund balance is \$7M; based upon actual receipts from development. . Staff recommends delaying the following projects to better align project priorities with the current fund balance; including funding \$1.2M for the Corral Hollow Project (See table under Fiscal Impact).

The projects significantly being affected by this recommendation will be CIP's 73146 & 73147 for overcrossing upgrades at Mt. House Parkway located at I-205 & I-580.

These projects will be funded in future years when sufficient funds have been collected. They remain a priority for funding.

STRATEGIC PLAN

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

FISCAL IMPACT

Revised Budget Appropriations for CIP 73144:

RTIF (808) Fund	\$ (595,000)
TIMP (363) Fund	\$ 595,000
TIMP (363) Fund	\$ 600,000
Measure K (242) Fund	\$13,000,000
Measure K (242) Fund	\$ 3,000,000
Total Revised Budget	<u>\$17,195,000</u>

Reduce previously committed funds from TIMP (363) to better align with current available funds of \$7M, leaving \$1.2M available for CIP 73144. This will reduce funding in the total amount of \$7,102,321 to CIP's identified in the table below:

Project Number	Project Name	Current Allocation	Recommended Reduction	Revised Amounts
73102	Widening - Corral Hollow Road, Byron to Grant Line, Ph II	2,860,200	-	2,860,200
73109	New Interchange - I205 & Paradise Rd	700,000	-	700,000
73146	Overcrossing Upgrade - I205 & Mt House Pkwy	3,639,422	(2,639,422)	1,000,000
73147	Overcrossing Upgrade - I580 & Mt. House Pkwy	4,187,257	(3,187,257)	1,000,000
73148	Bridge Widening - Delta Mendota Canal & Mt House Pkwy	554,095	(454,095)	100,000
73149	Bridge Widening - CA Aqueduct & Mt House Pkwy	581,784	(481,784)	100,000
73150	Bridge Widening -Delta Mendota Canal & Old Schulte Rd	439,763	(339,763)	100,000
	Totals	12,962,521	(7,102,321)	5,860,200

RECOMMENDATION

Staff recommends that City Council by resolution, appropriate \$1.2M from the TIMP (363) Traffic Fund towards the Widening of Corral Hollow Road from Old Schulte Road to Linne Road Project CIP 73144, approve a Measure K Renewal Cooperative Agreement with the San Joaquin Council of Governments for funding of \$3M from the Arterial program to complete design and acquisition of right of ways for this project, and authorize the transfer of \$595,284 in expenses from RTIF (808) to TIMP (363) and un-

funding of projects previously committed from TIMP funding to align with the current fund balance.

Prepared by: Kul Sharma, Utilities Director

Reviewed by: Midori Lichtwardt, Interim Assistant City Manager
Karin Schnaider, Finance Director
Felicia Galindo, Accountant

Approved by: Randall Bradley, City Manager

ATTACHMENTS

A – Measure K Renewal Cooperative Agreement

**MEASURE K RENEWAL
COOPERATIVE AGREEMENT (C-19-XXX)
FOR
CORRAL HOLLOW ROAD WIDENING
FINAL DESIGN AND RIGHT OF WAY ACQUISITION**

This Cooperative Agreement (“Agreement”) is made and entered into this 24th day of August, 2018 by and between the CITY OF TRACY (“Sponsor”) and the SAN JOAQUIN COUNCIL OF GOVERNMENTS acting as the Local Transportation Authority (“Authority”). Sponsor and Authority may each be referred to herein as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement for funding of transportation improvements in San Joaquin County pursuant to the authority provided by San Joaquin County Local Transportation Improvement Plan and Ordinance (“LTIP”), which was approved by the voters of San Joaquin County on November 7, 2006; and

WHEREAS, Sponsor desires to receive funding from the Authority for the particular transportation improvement project specified herein (“Project”); and

WHEREAS, the Project is eligible for funds (as specified in the Measure K Renewal Strategic Plan) within the **CONGESTION RELIEF, REGIONAL ARTERIAL** funding category of the LTIP; and

WHEREAS, the Authority is authorized under the LTIP to issue Measure K Renewal funds to Sponsor in an amount up to \$3,000,000; and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with previously approved reimbursement requests, exceed the Measure K Renewal commitment set forth in the Project Cooperative Agreement of \$3,000,000 of the total project costs as listed in Exhibit “A”; and

WHEREAS, any difference in cost which results in less than \$3,000,000 of Measure K Renewal funds being spent on the Project shall be retained by the Authority and may be re-programmed (as described in Section 1.11.b) to the uncompleted phase(s) of project development or for reallocation to any other eligible project; and

WHEREAS, after the Right-of Way acquisition, any unused property shall be disposed, and revenue generated from the sale of such property in excess of associated expenses will be considered cost savings; and

WHEREAS, Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure K Renewal funds; and

WHEREAS, Authority agrees to provide funding for the transportation improvements of the Sponsor's Project according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

AGREEMENT

SECTION I **Covenants of Sponsor**

1.1. **Project Application.** The Project description, scope of work, delivery schedule, corridor-specific cost by activity, anticipated amount and type of funds that will supplement Measure K Renewal funds, and the anticipated timing for release of Measure K Renewal funds and the Measure K Renewal "not to exceed" amount are specified in Exhibit "A," and incorporated herein by this reference.

1.2. **Change In Project Scope.** A change in the Project scope as described in Exhibit "A" may not be implemented until it has been approved by the Authority. In no event will a change of scope result in the Authority reimbursing more than \$3,000,000.

1.3. **Eligible Reimbursement Costs.** Eligible reimbursement costs shall be Final Design and Right-of-Way Acquisition costs as specified in Exhibit "A" or as may be approved from time to time by the Authority pursuant to Section 1.2. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs.

1.4. **Utility Relocation, Construction, and Other Costs.** It is understood that utility relocation, construction, construction administration, and inspection costs are not part of the eligible reimbursement costs of the Agreement.

1.5. **Measure K Renewal Percentage Share Defined.** For this Project, the estimated Measure K Renewal share of eligible reimbursements shall not exceed the lesser of \$3,000,000 or XX.XX% of the total project costs listed in Exhibit "A".

1.6. **Invoices and Progress Reports.** Starting one month after the execution of this contract, Sponsor shall provide quarterly progress reports and may provide invoices as often as monthly for activities conducted over the prior unbilled month(s). These documents shall include the following specified information:

1.6.a. **Copies of Consultant Invoices.** Sponsor shall provide the Authority with one (1) copy of all invoices submitted to Sponsor by every consultant, subconsultant, contractor, or subcontractor performing work related to the Project.

1.6.b. Progress Reports. The quarterly progress reports shall include a brief description of the status of the Project, the work completed to date, including any issues that may impact Project schedule. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.

1.7. Use of Funds. Sponsor shall use Measure K Renewal funds consistent with the Project scope of work, as described in Exhibit “A” or approved by the Authority pursuant to Section 1.2.

1.8. Submittal of Bid Documents. All consultant contracts entered into pursuant to this capital funding agreement shall follow a competitive bidding process or give justification for using a sole source in a manner substantially similar to that described in the San Joaquin Council of Governments Financial Management & Accounting Processing Manual. When the contract is awarded, Sponsor shall provide to the Authority one (1) copy of the bid tabulation, and the bid schedule of the successful bidder, complete with unit prices and total award amount. All awarded contracts shall include performance bonds, labor and material bonds, a provision for liquidated damages, and may include any other penalty clauses for nonperformance of the contract. Sponsor shall provide copies to the Authority of all other executed contracts which relate to the Project scope, as described in Exhibit “A” or approved by the Authority pursuant to Section 1.2. Sponsor shall retain records pertaining to the Project for a four (4) year period following completion of the Project.

1.8.a. Communication to Authority. Upon inquiry, Sponsor shall communicate, verbal or written, to Authority or its representatives with Project documents, invoices and progress reports, at any time of Project activities consistent to the provisions specified in Section I (1.6), (1.7), (1.8), and Section II (2.2).

1.9. Completion of Project. Sponsor shall be responsible for the timely completion of the construction of the Project and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. Since Sponsor is responsible for project management and oversight, any and all costs which exceed \$3,000,000 of the total eligible costs set forth in Exhibit “A” shall be the sole responsibility of Sponsor. This provision shall apply in all instances including situations where a change in scope has been approved by the Authority pursuant to Section 1.2.

1.9.a. Letter of Project Completion. Sponsor shall provide a letter of project completion which includes final cost, revenues, schedule of activities, etc. This letter shall accompany the final invoice for payment from the sponsor to provide notice of project account closing by Authority.

1.10. Public Outreach. Sponsor shall be responsible for the development and administration of a public outreach effort to ensure public awareness and involvement in the project development and project delivery in construction. Sponsor shall include the Authority staff in the distribution list of all draft and final copy of the public outreach plan and materials of the public outreach activities. Sponsor shall provide the Authority timely email and postal distribution of all public outreach materials including but not limited to public meeting notices,

postcards, and other meeting information. The public outreach plan shall identify the Authority in the list of interested stakeholders or project partners. The public outreach plan shall accompany in the first invoice for payment from the Sponsor. All other public outreach materials, meeting summary, and attendance list shall accompany in the invoice for the billing period which the public outreach was performed.

1.11. Project Development Costs Savings and Excess Costs In the event the actual Project cost exceeds the estimate shown in Exhibit “A,” this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amount identified in Section 1.5.

1.11.a. Definition of Cost Savings. After the Project Right-of Way Acquisition has been accepted by the Sponsor as complete, any positive difference between the total Project cost, as listed in Exhibit “A” or approved by the Authority pursuant to Section 1.2, and the total amount invoiced to the Authority shall be considered Project cost savings.

1.11.b. Phased Development Cost Savings. If the Project Right-of-Way covered by this agreement is a phase of a directly related project and other phases, such as construction, have not been completed, the Authority may re-program the Measure K share (as specified in Section 1.5 of this cooperative agreement) of these cost savings to the uncompleted phases(s) of project development. Project Sponsor shall match these funds at the same rate as identified in Section 1.5 of this agreement if Project Sponsor demonstrates the subsequent phase is fully funded.

1.11.c. Excess Costs. In the event the actual Project cost exceeds the estimate shown in Exhibit “A,” this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amount identified in Section 1.5.

1.11.d. Excess Right-of-Way. In the event that property acquired for the project is not fully utilized, Sponsor is solely responsible to dispose of the unused property consistent with State law and the Sponsor’s adopted procedures for disposal of surplus lands. Revenue generated from the sale of such property in excess of associated expenses will be considered Project cost savings and returned to the Authority no later than the acceptance of the construction phase of this project by the Sponsor.

1.12. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor, or sub-contractor and their insured and sureties suspected of any acts errors, or omissions committed during business activities that economically damage the project.

SECTION II
Covenants of Authority

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for all eligible Project costs. To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1.a. Deadline to Submit Reimbursement Requests. All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.b. Late Submittals. If Sponsor fails to submit documents to Authority as set forth in Section 2.1.a, above, then Authority shall provide reimbursement payments for late submittals in the following calendar month.

2.1.c. Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.d. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to the Measure K Renewal percentage share for each invoice submitted to the Authority. The total reimbursement percentage share for this Project shall not exceed the lesser of \$3,000,000 and the available Measure K Renewal funds per fiscal year as specified in Exhibit "A".

2.1.e. Suspension of Reimbursement. Reimbursement payments for the item(s) in question shall be suspended when a dispute arises as to whether or not the cost item(s) is eligible for reimbursement.

2.1.e.(1) Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor's staff to discuss and attempt to resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

2.1.e.(2) Technical Advisory Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's Technical Advisory Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.e.(3) Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Technical Advisory Committee then the dispute shall be submitted to the San Joaquin Council of Governments Board for resolution. If the

Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1.e.(4) Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.1.f. Acceptance of Work Does Not Result In Waiver. Reimbursement payments do not result in a waiver of the right of the Authority to require fulfillment of all terms of this Agreement.

2.2. Right to Conduct Audit. The Authority shall have the right to conduct an audit of all Sponsor's records pertaining to the Project at any time during the four (4) year period after completion of the Project.

SECTION III Mutual Covenants

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14.

3.2. Discharge. This Agreement shall be subject to discharge as follows:

3.2.a. Breach of Obligation. If a Party believes that the other is in breach of this agreement, that Party shall provide written notice to the breaching Party and the written notice shall identify the nature of the breach. The breaching Party shall have thirty (30) days from the date of notice to initiate steps to cure any breach that is reasonably capable of being cured. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. If the non-breaching Party is not satisfied that there has been a cure by the end of the time for cure, the non-breaching Party may seek available legal remedies.

3.2.b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Parties.

3.2.c. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.13, this Agreement shall be discharged, and the Parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

3.3. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Sponsor:

3.3.a. That neither Authority, nor any officer or employee thereof, shall be responsible for, and Sponsor shall fully defend, indemnify and hold harmless Authority against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

3.3.b. That neither Sponsor nor any officer or employee thereof, shall be responsible for, and Authority shall fully defend, indemnify and hold harmless Sponsor against, any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Sponsor harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4. Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TO AUTHORITY:

Andrew T. Chesley
Executive Director
San Joaquin County Transportation Authority
555 E. Weber Avenue
Stockton, CA 95202

TO SPONSOR:

Randall Bradley
City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

Either Party may change its address by giving notice of such change to the other Party in the manner provided in this Section 3.4. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.5. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.6. Integration. This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral

agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.7. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.8. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and the Authority is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of the Authority and none of the Authorities' agents or employees shall be agents or employees of Sponsor.

3.9. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.10. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.11. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.12. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the Parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

3.13. Survival. The following provisions in this Agreement shall survive discharge:

3.13.a. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.13.b. Authority. As to Authority, the following section shall survive discharge: Section 2.2 (right to conduct audit).

3.13.c. Both Parties. As to both Parties, the following sections shall survive discharge: Section 3.2.a. (obligation which survives termination), and Section 3.3 (mutual indemnities).

3.14. Limitation. All obligations of Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure K Renewal. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the project, the Authority shall promptly notify Sponsor, and the Parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the Parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.

3.15. Attorneys' Fees. Should any litigation commence between the Parties concerning the rights and duties of any Party pursuant to, related to, or arising from, this Agreement, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.16. Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.17. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.18. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

3.19. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the Project or interpretation of any of its provisions.

3.20. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.21. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any Party to this Agreement.

3.22. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first written above.

CITY OF TRACY

SAN JOAQUIN COUNTY
TRANSPORTATION AUTHORITY

By:_____

By:_____

RANDALL BRADLEY
City Manager

ROBERT RICKMAN
Chair

ATTEST:

ATTEST:

By:_____

By:_____

ADRIANNE RICHARDSON
City Clerk

ANDREW T. CHESLEY
Executive Director

APPROVED AS TO FORM:

By:_____

By:_____

THOMAS WATSON
City Attorney

STEVE DIAL
Deputy Executive Director/CFO

EXHIBIT A

**City of Tracy
Corral Hollow Road Widening
Final Design and Right of Way Acquisition**

1. Project Name, Location:

Corral Hollow Road Widening, Tracy, CA

The Corral Hollow Road Widening will widen Corral Hollow Road between Parkside Drive and Linne Road from two existing lanes to four lanes, with a median island and pedestrian sidewalk. The Precise Line Plan for this segment of Corral Hollow Road was adopted by City Council on November 15, 2016. The project design is in the final stages of completion.

(See Attached Project Vicinity Map)

2. Project Sponsor, Contact Person, Phone Number:

City of Tracy
Kuldeep Sharma, Utilities Director
209-831-6320
Kuldeep.sharma@ci.tracy.ca.us

3. Project Scope of Work:

The scope of the Corral Hollow Road Widening Project from West Schulte Road to Linne Road includes widening of the road complete with medians, sidewalks, street lighting and storm drainage. The project scope also includes conceptual design of the Corral Hollow Road and Valpico Road intersection. Construction of the intersection of Valpico Road and Corral Hollow Road will be done under a separate project. The City of Tracy is the lead agency in acquisition of right-of-ways, design and construction of improvements. Eligible expenditures for this cooperative agreement include remaining costs for acquisitions of rights-of-way and final design. In no event shall expenses incurred prior to the execution of this Agreement be considered eligible reimbursement costs.

4. Expected Time of Delivery of Overall Project:

	<u>Start Date</u>	<u>Completion Date</u>
Preliminary Design/ Environmental	09/01/2017	02/20/2018
Final Design	05/15/2017	12/20/2018
Right of Way Acquisition	08/15/2017	5/15/2019
Construction	N/A	N/A

Exhibit A

5. Estimated Project Cost (as applicable for each of the phases described above):

	<u>Measure K Amount</u>	<u>Total Cost</u>
Preliminary Design/ Environmental	N/A	N/A
Final Design	\$500,000	\$1,100,000
Right of Way Acquisition	\$2,500,000	\$3,100,000
Construction	N/A	N/A

6. Expected Timing for Release of Measure K Funds by Quarter:

	FY 18/19	FY 19/20	FY 20/21	
July - September	\$300,000	\$0	\$0	
October - December	\$800,000	\$0	\$0	
January - March	\$800,000		\$0	
April -June	\$1,100,000		\$0	
TOTAL	\$3,000,000		\$	\$3,000,000

7. Source(s) and Amount(s) of Funds for Project

	<u>Amount</u>	<u>Percentage</u>
Measure K Regional Arterial Program	\$3,000,000	71%
City of Tracy funds	\$	%
City of Tracy funds	\$1,200,000	29%
TOTAL	\$4,200,000	100%

8. Project Vicinity Map (see attached):

RESOLUTION 2018-_____

APPROPRIATING \$1.2 MILLION FROM TRACY INFRASTRUCTURE MASTER PLAN (TIMP) TRAFFIC FUND FOR CIP 73144 WIDENING OF CORRAL HOLLOW ROAD FROM OLD SCHULTE ROAD TO LINNE ROAD AND APPROVING A RENEWAL COOPERATIVE AGREEMENT WITH SAN JOAQUIN COUNCIL OF GOVERNMENTS (SJCOG) FOR FUNDING OF \$3.0 MILLION FROM MEASURE K REGIONAL ARTERIAL PAY AS YOU GO FUNDS TOWARDS DESIGN AND ACQUISITION OF RIGHT OF WAYS AND TO UN-FUND TIMP FUNDS PREVIOUSLY COMMITTED

WHEREAS, The Corral Hollow Road Widening from Old Schulte Road to Linne Road is a Council approved Capital Improvement Project (CIP 73144), and

WHEREAS, The project's initial funding was through San Joaquin Council of Governments (SJCOG) for a total of \$17M, \$13M of Measure K funds and \$4M from Regional Transportation Impact Fee's (RTIF), and

WHEREAS, The project has become ineligible for RTIF funds but has been replaced with an additional \$3M of Measure K pay as you go funding requiring a Renewal Cooperative Agreement with SJCOG, and

WHEREAS, The Tracy Infrastructure Master Plan (TIMP) Traffic Fund (FUND 363) has been identified to supplement the shortfall between funding sources and current need in the amount of \$1.2M, and

WHEREAS, The total expenses for FY2019 and FY2018 are \$1,049,847 of which includes \$595,284 from FY2018 that will be transferred from the RTIF Fund (Fund: 808) to TIMP, and

WHEREAS, The TIMP fund will un-fund prior commitments to align with the current available fund balance of \$7M leaving \$1.2M available for CIP 73144;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby appropriates \$1.2M from the TIMP Traffic Fund to the Widening of Corral Hollow Road Project CIP 73144, authorizes the transfer of \$595,284 to pay for expenses from RTIF (808) to TIMP (363) and approves a Measure K Renewal Cooperative Agreement with SJCOG for \$3M to de-fund prior commitments of TIMP Funds to align with the current fund balance of \$7M as listed below:

Project Number	Project Name	Current Allocation	Recommended Reduction	Revised Amounts
73102	Widening - Corral Hollow Road, Byron to Grant Line, Ph II	2,860,200	-	2,860,200
73109	New Interchange - I205 & Paradise Rd	700,000	-	700,000
73146	Overcrossing Upgrade - I205 & Mt House Pkwy	3,639,422	(2,639,422)	1,000,000
73147	Overcrossing Upgrade - I580 & Mt. House Pkwy	4,187,257	(3,187,257)	1,000,000
73148	Bridge Widening - Delta Mendota Canal & Mt House Pkwy	554,095	(454,095)	100,000
73149	Bridge Widening - CA Aqueduct & Mt House Pkwy	581,784	(481,784)	100,000
73150	Bridge Widening -Delta Mendota Canal & Old Schulte Rd	439,763	(339,763)	100,000
	Totals	12,962,521	(7,102,321)	5,860,200

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 21st day of August, 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3

REQUEST

CONDUCT A PUBLIC HEARING TO CONSIDER QUESTIONS OF: (1) AMENDING AND RESTATING THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT (CFD) 2016-1 IMPROVEMENT AREA NO. 1, (2) INCREASING THE AUTHORIZED PRINCIPAL AMOUNTS OF INDEBTEDNESS FOR THE CFD AND IMPROVEMENT AREA NO. 1, (3) INCREASING THE ANNUAL APPROPRIATIONS LIMIT FOR IMPROVEMENT AREA NO. 1 AND (4) AMENDING THE EXISTING BOUNDARIES OF THE CFD, IMPROVEMENT AREA NO. 1 AND FUTURE ANNEXATION AREA; CONDUCT PROPERTY OWNER ELECTION; ADOPT A RESOLUTION OF CHANGE TO AUTHORIZE THE ABOVE STATED CHANGES AND APPROVE RELATED ACTIONS

EXECUTIVE SUMMARY

For the purpose of financing public facilities and public services for development in the Tracy Hills Specific Plan, the City Council previously acted under the Mello-Roos Community Facilities Act of 1982 (the "Mello-Roos Act") to establish the following:

- City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) (the "CFD"),
- Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) ("Improvement Area No. 1"), and
- City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) (Future Annexation Area) (the "Future Annexation Area").

All of the property that is currently in the CFD is located in Improvement Area No. 1.

To facilitate the issuance of special tax bonds for Improvement Area No. 1, the City Council previously adopted Resolution No. 2018-151 entitled "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax, Increase the Authorized Principal Amounts of Indebtedness for the CFD and Improvement Area No. 1, Increase the Annual Appropriations Limit For Improvement Area No. 1 and Amend The Existing Boundaries of the CFD, Improvement Area No. 1 And Future Annexation Area" (the "Resolution of Consideration") in which resolution the City Council declared its intent to make the changes described in "DISCUSSION - REQUESTED CHANGES" below and called a public hearing on the proposed changes.

Staff recommends that the City Council take the next legislative actions in the change proceedings, which are to (1) conduct a public hearing on the proposed changes, (2) adopt a resolution calling a special election of the qualified electors in Improvement Area No. 1, in which election the landowners will vote on those of the proposed changes that affect Improvement Area No. 1 (the "Resolution Calling Special Election"), after which the City Clerk will conduct the election, (3) adopt a resolution declaring the results of the special election (the "Resolution Declaring Results of Special Election"), (4) if 2/3rds of the qualified electors in Improvement Area No. 1 vote in favor of the proposed changes

to Improvement Area No. 1, adopt a resolution of change authorizing the proposed changes to Improvement Area No. 1, the CFD and the Future Annexation Area (the "Resolution of Change") and (5) introduce an ordinance entitled "An Ordinance of the City Council of the City of Tracy Levying Special Taxes Within City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) and Rescinding Ordinance No. 1224 to the Extent Inconsistent with this Ordinance" (the "Ordinance") (such actions collectively, the "Second Legislative Actions")

DISCUSSION

CFD FORMATION PROCESS

Under the Mello-Roos Act, the City previously formed the CFD and Improvement Area No. 1 for the purpose of financing the public facilities and services described in the City Council's Resolution No. 2016-157 adopted on July 19, 2016 (the "Resolution of Formation"). All of the property that is currently in the CFD is located in Improvement Area No. 1.

In the Resolution of Formation, for the purpose of providing for a streamlined process for annexing future phases of the Tracy Hills project into the CFD when they are ready for development, the City Council established the Future Annexation Area and declared that parcels within the Future Annexation Area may be annexed to the CFD only with the unanimous approval of the owner or owners of each parcel at the time that parcel is annexed, without any requirement for further public hearings or additional proceedings.

In the Resolution of Formation, the City Council also provided for the levy of special taxes upon the land within the CFD and approved a rate and method of apportionment of special taxes for Improvement Area No. 1 (the "Improvement Area No. 1 Rate and Method") and approved an appropriations limit of \$70,000,000 for Improvement Area No. 1 (the "Improvement Area No. 1 Appropriations Limit").

Pursuant to Resolution No. 2016-158, adopted by the City Council on July 19, 2016, the City Council:

- declared the necessity to incur bonded indebtedness and other debt on behalf of the CFD with respect to Improvement Area No. 1 in an aggregate amount not to exceed \$70,000,000 (the "Improvement Area No. 1 Indebtedness Limit"),
- declared the necessity for the City to incur bonded indebtedness and other debt in one or more series on behalf of the CFD with respect to those portions of the CFD that are not included in Improvement Area No. 1 in an aggregate amount not to exceed \$215,000,000 (the "Non-Improvement Area No. 1 Indebtedness Limit"), and
- directed that in the event that all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, the maximum indebtedness of each Future Improvement Area could be identified in the Unanimous Approval of the property owners of the property to be annexed at the time of the annexation and the amount of the maximum indebtedness for the Future

Improvement Area(s) would be subtracted from the Non-Improvement Area No. 1 Indebtedness Limit.

At an election of the qualified electors in Improvement Area No. 1 held on July 19, 2016, the qualified electors approved the levy of special taxes according to the Improvement Area No. 1 Rate and Method, the Improvement Area No. 1 Bonded Indebtedness Limit and the Improvement Area No. 1 Appropriations Limit.

REQUESTED CHANGES

To facilitate the issuance of special tax bonds for Improvement Area No. 1, the property owners in Improvement Area No. 1 submitted petitions to the City Council asking it to make the following changes to the CFD under procedures established by the Mello-Roos Act:

- Increase the Improvement Area No. 1 Indebtedness Limit to \$80,000,000: Staff believes that the increase will allow the City to capture the full bonding capacity of Improvement Area No. 1 based on the special taxes that can be levied.
- Increase the Non-Improvement Area No. 1 Indebtedness Limit to \$305,000,000: Staff believes that this increase is likely to allow the City to capture the full bonding capacity of the portion of the CFD that is not in Improvement Area No. 1 based on the anticipated special taxes in Future Improvement Areas.
- Increase the Improvement Area No. 1 Appropriations Limit to \$80,000,000: Staff believes that this change will ensure that the appropriations limit for the CFD will be sufficient for anticipated expenditures of special tax revenues and bond proceeds generated by Improvement Area No. 1.
- Amend the boundaries of the CFD, Improvement Area No. 1 and Future Annexation Area: All of the property in Improvement Area No. 1 is planned for residential development except for Parcel Number 253-360-15 (the "Transferred Parcel"), which is planned for commercial development. The Tracy Hills developer has asked the City to remove the Transferred Parcel from Improvement Area No. 1 and add it to the Future Annexation Area to bolster the credit quality of Improvement Area No. 1 and preserve the flexibility to add the Transferred Parcel to Future Improvement Areas, when appropriate. Staff is in favor of this request.
- Amend the Improvement Area No. 1 Rate and Method to reflect the transfer of the Transferred Parcel to the Future Annexation Area: The Improvement Area No. 1 Rate and Method assigned a special tax rate and projected special tax revenues to the Transferred Parcel, and staff recommends that the Improvement Area No. 1 Rate and Method be amended to reflect the move of the Transferred Parcel out of Improvement Area No. 1.

SUMMARY OF PROCESS TO MAKE THE REQUESTED CHANGES

As described above, the property owners in Improvement Area No. 1 submitted written petitions asking the City Council to make the changes described above. On July 17, the City Council adopted Resolution No. 2018-151 (the "Resolution of Consideration"), in which the City Council declared its intention to authorize the proposed changes. Staff recommends the following steps:

- The City Council should hold a public hearing on the proposed changes. The City Council called for the public hearing in the Resolution of Consideration and notice of the hearing was published in the Tracy Press.
- The City Council should consider a resolution calling a special mail-ballot election of the qualified electors in Improvement Area No. 1 on the matters raised in the Resolution of Consideration. Because Improvement Area No. 1 contains no registered voters, the qualified electors are the two property owners in Improvement Area No. 1, with each owner having one vote for each acre or portion of acre owned. Because the petitions submitted by the property owners waived the 90-day waiting period otherwise required by the Mello-Roos Act between the resolution calling the election and the election, the election can be held immediately after the City Council adopts the resolution calling election.
- The City Clerk should open the mail ballots submitted by the property owners.
- Following the election, the City Council should adopt a resolution declaring the outcome of the election based on the City Clerk's canvass of the votes.
- If two-thirds of the votes cast at the election are in favor of the proposed changes, the City Council should consider a resolution determining that the proposed changes are lawfully authorized.
- Finally, the City Council should consider introducing an ordinance levying special taxes in Improvement Area No. 1 as set forth in the amended and restated Improvement Area No. 1 Rate and Method.

Following adoption of the Resolution of Change, the following actions must take place:

- The City Council must adopt the ordinance at a subsequent City Council meeting.
- The City Clerk must publish the ordinance in the manner required by California law.
- The City Clerk must record an amended boundary map that reflects the move of the Transferred Parcel from Improvement Area No. 1 to the Future Annexation Area.
- The City Clerk must record in the San Joaquin County real property records an Amended and Restated Notice of Special Tax Lien to provide notice of the authorized changes as they relate to Improvement Area No. 1.

STRATEGIC PLAN

The actions to form and to make the requested changes to the CFD, Improvement Area No. 1 and the Future Annexation Area relates to the City Council's Governance Strategic Plan, Goal 2 ("Ensure continued fiscal sustainability through financial and budgetary stewardship") and Objective No. 3 ("Identify new revenue opportunities").

By approving the changes, the City will be able to better maintain and operate those project-related infrastructure improvements (such as for street, sewer, and water renovation and repair) in the future when sources of revenue have historically been deficient.

FISCAL IMPACT

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

RECOMMENDATION

That the City Council conduct the Second Legislative Proceedings.

Prepared by: Karin Schnaider, Finance Director
Christopher Lynch, Jones Hall

Reviewed by: Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

- A: Resolution Calling Special Election
- B: Resolution Declaring Results of Special Election
- C: Resolution of Change
- D: Ordinance
- E: Amended and Restated Notice of Special Tax Lien

RESOLUTION NO. _____

RESOLUTION CALLING SPECIAL ELECTION TO AMEND AND RESTATE THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR IMPROVEMENT AREA NO. 1, INCREASE THE AUTHORIZED PRINCIPAL AMOUNT OF INDEBTEDNESS FOR IMPROVEMENT AREA NO. 1, INCREASE THE ANNUAL APPROPRIATIONS LIMIT FOR IMPROVEMENT AREA NO. 1 AND AMEND THE EXISTING BOUNDARIES OF IMPROVEMENT AREA NO. 1

**CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)**

RESOLVED by the City Council (the "City Council") of the City of Tracy (the "City"), County of San Joaquin, State of California, that:

WHEREAS, the City Council conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form (i) "City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" (the "CFD"), (ii) "Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" ("Improvement Area No. 1"), and (iii) "City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) (Future Annexation Area)" (the "Future Annexation Area"); and

WHEREAS, all of the territory in the CFD as of the date hereof is located in Improvement Area No. 1;

WHEREAS, in the City Council's Resolution No. 2016-157 adopted on July 19, 2016 (the "Resolution of Formation"), the City approved the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, as set forth in the map recorded in the San Joaquin County Recorder's Office on June 15, 2016, at 10:00 a.m. in Book 6 of Maps of Assessment and Community Facilities Districts at Page 84, as Document No. 2016-069400 (the "Original Boundary Map"); and

WHEREAS, in the Resolution of Formation, the City Council also provided for the levy of special taxes upon the land within the CFD and the improvement areas therein to finance certain public facilities and services described in Exhibit A to the Resolution of Formation, approved a rate and method of apportionment of special taxes for Improvement Area No. 1 (the "Improvement Area No. 1 Rate and Method") and approved an appropriations limit of \$70,000,000 for Improvement Area No. 1 (the "Improvement Area No. 1 Appropriations Limit"); and

WHEREAS, pursuant to Resolution No. 2016-158, adopted by the City Council on July 19, 2016, the City Council declared the necessity for the City to incur bonded indebtedness and other debt (as defined in the Act) in one or more series on behalf of the CFD with respect to Improvement Area No. 1 in an aggregate amount not to exceed \$70,000,000 (the "Improvement Area No. 1 Indebtedness Limit"); and

WHEREAS, at an election of the qualified electors in Improvement Area No. 1 held on July 19, 2016, the qualified electors approved the levy of special taxes according to the Improvement Area No. 1 Rate and Method, the Improvement Area No. 1 Bonded Indebtedness Limit and the Improvement Area No. 1 Appropriations Limit; and

WHEREAS, the City has been asked by the owners of the property in Improvement Area No. 1 and the CFD to, among other things, (i) increase the Improvement Area No. 1 Indebtedness Limit to \$80,000,000, (ii) increase the Improvement Area No. 1 Appropriations Limit to \$80,000,000, (iii) amend the boundaries of Improvement Area No. 1 by removing San Joaquin County Assessor's Parcel Number 253-360-15 from Improvement Area No. 1 and (iv) amend the Improvement Area No. 1 Rate and Method to reflect the fact that none of the parcels in Improvement Area No. 1 as of the date hereof is Business Park Property (as defined in the Improvement Area No. 1 Rate and Method); and

WHEREAS, on July 17, 2018, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax, Increase the Authorized Principal Amounts of Indebtedness for the CFD and Improvement Area No.1, Increase the Annual Appropriations Limit for Improvement Area No. 1 and Amend the Existing Boundaries of the CFD, Improvement Area No. 1 and Future Annexation Area" (the "Resolution of Consideration"), pursuant to which the City Council, among other things and in each case subject to the approval of the voters in Improvement Area No. 1 (i) declared the intention of the City Council to authorize the City, for and on behalf of the CFD, to increase the Improvement Area No. 1 Indebtedness Limit to \$80,000,000 (the "Amended Improvement Area No. 1 Indebtedness Limit"), (ii) approved an increase of the Improvement Area No. 1 Appropriations Limit to \$80,000,000 (the "Amended Improvement Area No. 1 Appropriations Limit"), (iii) approved the proposed amended and restated Improvement Area No. 1 Rate and Method (the "Amended and Restated Improvement Area No. 1 Rate and Method") in the form attached as Exhibit A to the Resolution of Consideration, and (iv) approved the amendment of the Original Boundary Map on file with the City Clerk (the "Amended Boundary Map"); and

WHEREAS, pursuant to the Resolution of Consideration, the City Council set a public hearing for August 21, 2018; and

WHEREAS, the public hearing was held on this date, and the proposed Amended and Restated Improvement Area No. 1 Rate and Method, the proposed Amended Boundary Map, the proposed Amended Improvement Area No. 1 Appropriations Limit, the proposed Amended Improvement Area No. 1 Indebtedness Limit and the proposed Amended Non-Improvement Area No. 1 Indebtedness Limit were not opposed by more than 50% of the owners of land within Improvement Area No. 1 and the CFD or 50% of the owners of land within the Future Annexation Area; and

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in Improvement Area No. 1 on the issue of (i) approving the Amended and Restated Improvement Area No. 1 Rate and Method, (ii) approving the Amended Improvement Area No. 1 Indebtedness Limit, (iii) approving the Amended Improvement Area No. 1 Appropriations Limit and (iv) approving the Amended Boundary Map.

NOW THEREFORE be it resolved as follows:

1. As authorized by Section 53338 of the Act, the proposition to approve the Amended and Restated Improvement Area No. 1 Rate and Method, the Amended Improvement Area No. 1 Indebtedness, the Amended Improvement Area No. 1 Appropriations Limit and the Amended Boundary Map shall be placed upon a ballot, the form of which is attached hereto as Exhibit "A" and by this reference incorporated herein. Said form of the ballot is hereby approved.

2. This City Council hereby finds that fewer than 12 persons have been registered to vote within Improvement Area No 1 for each of the 90 days preceding the close of the public hearing heretofore conducted and concluded by this City Council for the purposes of these proceedings. Accordingly, and pursuant to the Act, this City Council finds that for purposes of these proceedings the qualified electors are the landowners within Improvement Area No 1 and that the vote shall be by said landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in Improvement Area No 1 as of the close of the public hearing.

3. This City Council hereby calls a special election to consider the measures described in paragraph 1 above, which election shall be held in the City Council meeting room on August 21, 2018, at 7:00 p.m. or as soon thereafter as is practicable, and the results thereof canvassed at the meeting of this City Council on August 21, 2018 or a later date as may be directed by the Council. The City Clerk is hereby designated as the official to conduct said election and to receive all ballots until the close of business on the election date.

This Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum period of time before holding the special election are for the protection of the qualified electors of Improvement Area No 1. There are on file with the Clerk written waivers executed by all of the qualified electors of Improvement Area No 1 allowing for a shortening of the time for the special election and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this City Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This City Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

4. It is hereby acknowledged that the City Clerk has on file the Resolution of Consideration, a certified map of the boundaries of Improvement Area No 1, and a sufficient description to allow the City Clerk to determine the qualified electors of the Improvement Area. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code, except that Sections 53326 and 53327 of the Act shall govern for purposes of determining the date of election.

5. This City Council acknowledges that the City Clerk will cause to be delivered to each of the qualified electors within Improvement Area No 1 a ballot in the form set forth in Exhibit "A." Each ballot shall indicate the number of votes to be cast by the respective landowner to which it pertains.

Each ballot will be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot will be enclosed with the ballot, have the return postage prepaid, and shall contain the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the canvassing official.

6. The voted ballots shall be returned to the City Clerk no later than 7:00 p.m. on August 21, 2018. The City Clerk shall accept the ballots of the qualified electors in the meeting room of the City Council, whether said ballots be personally delivered or received by mail. The City Clerk shall have available ballots which may be marked at said location on the election day by said qualified electors.

7. This Resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution was adopted by the City Council of the City of Tracy on the 21st day of August, 2018, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

EXHIBIT A
FORM OF BALLOT

CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)

This ballot is for a special, landowner election in the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills). You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City by no later than the hour of 7:00 p.m. on August 21, 2018, either by mail or in person. The City Clerk's office is located at City Hall, 333 Civic Center Plaza, Tracy, California 95376.

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another.

BALLOT MEASURE: Shall (i) the indebtedness limit for Improvement Area No. 1 ("Improvement Area No. 1") of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) ("CFD") be increased to \$80,000,000, (ii) the appropriations limit for Improvement Area No. 1 be increased to \$80,000,000, (iii) the boundaries of the Improvement Area No. 1 be amended by removing San Joaquin County Assessor's Parcel Number 253-360-15 from Improvement Area No. 1 and (iv) City of Tracy ("City") be authorized to levy special taxes within Improvement Area No. 1 at the amended and restated rate and method of apportionment of special taxes for Improvement Area No. 1 as set forth in the form of Amended and Restated Rate and Method of Apportionment of Special Taxes attached as Exhibit A to the "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax, Increase the Authorized Principal Amounts of Indebtedness for the CFD and Improvement Area No. 1, Increase the Annual Appropriations Limit for Improvement Area No. 1 and Amend the Existing Boundaries of the CFD, Improvement Area No. 1 and Future Annexation Area" adopted by the City Council ("City Council") of the City on July 17, 2018 (the "Resolution of Consideration"), which levy of special taxes would commence in the City's fiscal year 2019-20, to pay for the public facilities and services specified in the City Council's Resolution No. 2016-157 adopted on July 19, 2016 (the "Resolution of Formation") and to pay the costs of the City in administering the CFD, which special tax, if levied at the maximum rate and assuming full build-out, is anticipated to raise in fiscal year 2019-20 an amount equal to \$3,633,940 (with further annual adjustment thereafter) and is anticipated to be levied on a perpetual basis as set forth in the Amended and Restated Rate and Method of Apportionment of Special Taxes?

YES: _____

NO: _____

By execution in the space provided below, I also indicate my waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings relating to the ballot measure.

Number of Votes: _____

Property Owned by Property Owner: _____

The Property Owner is:

By: _____

Name: _____

Title: _____

RESOLUTION NO. _____

**RESOLUTION DECLARING RESULTS OF SPECIAL ELECTION
TO AMEND AND RESTATE THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL
TAX FOR IMPROVEMENT AREA NO. 1, INCREASE THE AUTHORIZED PRINCIPAL
AMOUNT OF INDEBTEDNESS FOR IMPROVEMENT AREA NO. 1, INCREASE THE
ANNUAL APPROPRIATIONS LIMIT FOR IMPROVEMENT AREA NO. 1 AND AMEND THE
EXISTING BOUNDARIES OF IMPROVEMENT AREA NO. 1**

**CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)**

RESOLVED by the City Council (the "City Council") of the City of Tracy (the "City"), County of San Joaquin, State of California, that:

WHEREAS, the City Council has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form (i) "City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" (the "CFD"), (ii) "Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" ("Improvement Area No. 1"), and (iii) "City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) (Future Annexation Area)" (the "Future Annexation Area"); and

WHEREAS, all of the territory in the CFD as of the date hereof is located in Improvement Area No. 1;

WHEREAS, in the City Council's Resolution No. 2016-157 adopted on July 19, 2016 (the "Resolution of Formation"), the City approved the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, as set forth in the map recorded in the San Joaquin County Recorder's Office on June 15, 2016, at 10:00 a.m. in Book 6 of Maps of Assessment and Community Facilities Districts at Page 84, as Document No. 2016-069400 (the "Original Boundary Map"); and

WHEREAS, in the Resolution of Formation, the City Council also provided for the levy of special taxes upon the land within the CFD and the improvement areas therein to finance certain public facilities and services described in Exhibit A to the Resolution of Formation, approved a rate and method of apportionment of special taxes for Improvement Area No. 1 (the "Improvement Area No. 1 Rate and Method") and approved an appropriations limit of \$70,000,000 for Improvement Area No. 1 (the "Improvement Area No. 1 Appropriations Limit"); and

WHEREAS, pursuant to Resolution No. 2016-158, adopted by the City Council on July 19, 2016, the City Council declared the necessity for the City to incur bonded indebtedness and other debt (as defined in the Act) in one or more series on behalf of the CFD with respect to Improvement Area No. 1 in an aggregate amount not to exceed \$70,000,000 (the "Improvement Area No. 1 Indebtedness Limit"); and

WHEREAS, at an election of the qualified electors in Improvement Area No. 1 held on July 19, 2016, the qualified electors approved the levy of special taxes according to the Improvement Area No. 1 Rate and Method, the Improvement Area No. 1 Bonded Indebtedness Limit and the Improvement Area No. 1 Appropriations Limit; and

WHEREAS, the City has been asked by the owners of the property in Improvement Area No. 1 and the CFD to, among other things (i) increase the Improvement Area No. 1 Indebtedness Limit to \$80,000,000, (ii) increase the Improvement Area No. 1 Appropriations Limit to \$80,000,000, (iii) amend the boundaries of Improvement Area No. 1 by removing San Joaquin County Assessor's Parcel Number 253-360-15 from Improvement Area No. 1 and (iv) amend the Improvement Area No. 1 Rate and Method to reflect the fact that none of the parcels in Improvement Area No. 1 as of the date hereof is Business Park Property (as defined in the Improvement Area No. 1 Rate and Method) ; and

WHEREAS, on July 17, 2018, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax, Increase the Authorized Principal Amounts of Indebtedness, Increase the Annual Appropriations Limit and Amend the Existing Boundaries of the CFD, Improvement Area No. 1, and Future Annexation Area" (the "Resolution of Consideration"), pursuant to which the City Council among other things and in each case subject to the approval of the voters in Improvement Area No. 1 (i) declared the intention of the City Council to increase the Improvement Area No. 1 Indebtedness Limit to \$80,000,000 (the "Amended Improvement Area No. 1 Indebtedness Limit"), (ii) approved an increase of the Improvement Area No. 1 Appropriations Limit to \$80,000,000 (the "Amended Improvement Area No. 1 Appropriations Limit"), (iii) approved the proposed amended and restated Rate and Method (the "Amended and Restated Improvement Area No. 1 Rate and Method") in the form attached as Exhibit A to the Resolution of Consideration, and (iv) approved the amendment of the Original Boundary Map on file with the City Clerk (the "Amended Boundary Map") ; and

WHEREAS, pursuant to the Resolution of Consideration, the City Council set a public hearing for August 21, 2018; and

WHEREAS, the public hearing was held on this date, and the proposed Amended and Restated Improvement Area No. 1 Rate and Method, the proposed Amended Boundary Map, the proposed Amended Improvement Area No. 1 Appropriations Limit, the proposed Amended Improvement Area No. 1 Indebtedness Limit and the proposed Amended Non-Improvement Area No. 1 Indebtedness Limit were not opposed by more than 50% of the owners of land within Improvement Area No. 1 and the CFD or 50% of the owners of land within the Future Annexation Area; and

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in Improvement Area No. 1 on the issue of (i) approving the Amended and Restated Improvement Area No. 1 Rate and Method, (ii) approving the Amended Improvement Area No. 1 Indebtedness Limit, (iii) approving the Amended Improvement Area No. 1 Appropriations Limit and (iv) approving the Amended Boundary Map; and

WHEREAS, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend and Restate the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1, Increase the Authorized Principal Amount of Indebtedness for Improvement Area No. 1, Increase the Annual Appropriations Limit for Improvement Area No. 1 and Amend the Existing Boundaries of Improvement Area No. 1" calling for a special landowner election of the qualified electors within Improvement Area No. 1 to be held on August 21, 2018; and

WHEREAS, the special election was held on August 21, 2018, and the ballots were submitted to the City Clerk as the official conducting the election; and

WHEREAS, the Clerk has completed a Canvass and Statement of Results of Election (Canvass), a copy of which is attached as Exhibit "A", and the City Council hereby approves the Canvass.

NOW THEREFORE, be it resolved as follows:

1. The issues presented at the August 21, 2018 special election were the approval of the Amended and Restated Improvement Area No. 1 Rate and Method, approval of the proposed Amended Improvement Area No. 1 Indebtedness Limit, approval of the proposed Amended Improvement Area No. 1 Appropriations Limit and approval of the proposed Amended Boundary Map.

2. Pursuant to said Canvass on file with the Clerk, the issues presented at the special election were approved by the qualified electors within Improvement Area No. 1 by more than two-thirds (2/3) of the votes cast at the special election.

3. It is hereby found that all prior proceedings and actions taken by this City Council with respect to Improvement Area No. 1 were valid and in conformity with the Act.

4. This Resolution shall take effect upon its adoption.

* * * * *

The foregoing Resolution was adopted by the City Council of the City of Tracy on the 21st day of August, 2018, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

EXHIBIT A

CANVASS AND STATEMENT OF RESULT OF ELECTION

**CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)**

I hereby certify that on August 21, 2018, I canvassed the returns of the election held on August 21, 2018, in Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills), and the total number of ballots cast and the total number of votes cast for and against the measure are as follows, and the totals as shown for and against the measure are full, true and correct:

	Qualified Landowner Votes	Votes Cast	YES	NO
City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) Special Election - August 21, 2018	419	419	_____	_____

BALLOT MEASURE: Shall (i) the indebtedness limit for Improvement Area No. 1 (“Improvement Area No. 1”) of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) (“CFD”) be increased to \$80,000,000, (ii) the appropriations limit for Improvement Area No. 1 be increased to \$80,000,000, (iii) the boundaries of the Improvement Area No. 1 be amended by removing San Joaquin County Assessor’s Parcel Number 253-360-15 from Improvement Area No. 1 and (iv) City of Tracy (“City”) be authorized to levy special taxes within Improvement Area No. 1 at the amended and restated rate and method of apportionment of special taxes for Improvement Area No. 1 as set forth in the form of Amended and Restated Rate and Method of Apportionment of Special Taxes attached as Exhibit A to the “Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax, Increase the Authorized Principal Amounts of Indebtedness for the CFD and Improvement Area No. 1, Increase the Annual Appropriations Limit for Improvement Area No. 1 and Amend the Existing Boundaries of the CFD, Improvement Area No. 1 and Future Annexation Area” adopted by the City Council (“City Council”) of the City on July 17, 2018 (the “Resolution of Consideration”), which levy of special taxes would commence in the City’s fiscal year 2019-20, to pay for the public facilities and services specified in the City Council’s Resolution No. 2016-157 adopted on July 19, 2016 (the “Resolution of Formation”) and to pay the costs of the City in administering the CFD, which special tax, if levied at the maximum rate and assuming full build-out, is anticipated to raise in fiscal year 2019-20 an amount equal to \$3,633,940 (with further annual adjustment thereafter) and is anticipated to be levied on a perpetual basis as set forth in the Amended and Restated Rate and Method of Apportionment of Special Taxes?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 21st DAY OF
AUGUST, 2018.

By: _____
City Clerk

RESOLUTION NO. _____**RESOLUTION OF CHANGE****CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)**

RESOLVED by the City Council (the "City Council") of the City of Tracy (the "City"), County of San Joaquin, State of California, that:

WHEREAS, the City Council conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the "Act"), to form (i) "City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" (the "CFD"), (ii) "Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" ("Improvement Area No. 1"), and (iii) "City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) (Future Annexation Area)" (the "Future Annexation Area"); and

WHEREAS, all of the territory in the CFD as of the date hereof is located in Improvement Area No. 1;

WHEREAS, in the City Council's Resolution No. 2016-157 adopted on July 19, 2016 (the "Resolution of Formation"), the City approved the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, as set forth in the map recorded in the San Joaquin County Recorder's Office on June 15, 2016, at 10:00 a.m. in Book 6 of Maps of Assessment and Community Facilities Districts at Page 84, as Document No. 2016-069400 (the "Original Boundary Map"); and

WHEREAS, in the Resolution of Formation, the City Council declared that parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings; and

WHEREAS, in the Resolution of Formation, the City Council also provided for the levy of special taxes upon the land within the CFD and the improvement areas therein to finance certain public facilities and services described in Exhibit A to the Resolution of Formation, approved a rate and method of apportionment of special taxes for Improvement Area No. 1 (the "Improvement Area No. 1 Rate and Method"), approved an appropriations limit of \$70,000,000 for Improvement Area No. 1 (the "Improvement Area No. 1 Appropriations Limit") and declared that the appropriations limit for any future improvement area (each, a "Future Improvement Area") would be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD; and

WHEREAS, pursuant to Resolution No. 2016-158, adopted by the City Council on July 19, 2016, the City Council declared the necessity for the City to incur bonded indebtedness and other debt (as defined in the Act) in one or more series on behalf of the CFD with respect to Improvement Area No. 1 in an aggregate amount not to exceed \$70,000,000 (the "Improvement Area No. 1 Indebtedness Limit"), declared the necessity for the City to incur bonded indebtedness

and other debt in one or more series on behalf of the CFD with respect to those portions of the CFD that are not included in Improvement Area No. 1 in an aggregate amount not to exceed \$215,000,000 (the "Non-Improvement Area No. 1 Indebtedness Limit"), and directed that in the event that all or a portion of the Future Annexation Area is annexed as one or more Future Improvement Areas, the maximum indebtedness of each such Future Improvement Area shall be identified in the Unanimous Approval of the property owners of the property to be annexed at the time of the annexation, as set forth in the Resolution of Formation, and the amount of the maximum indebtedness for the Future Improvement Area(s) shall be subtracted from the Non-Improvement Area No. 1 Indebtedness Limit; and

WHEREAS, at an election of the qualified electors in the Improvement Area No. 1 held on July 19, 2016, the qualified electors approved the levy of special taxes according to the Improvement Area No. 1 Rate and Method, the Improvement Area No. 1 Bonded Indebtedness Limit and the Improvement Area No. 1 Appropriations Limit; and

WHEREAS, the City has been asked by the owners of the property in Improvement Area No. 1 and the CFD to (i) increase the Improvement Area No. 1 Indebtedness Limit to \$80,000,000, (ii) increase the Non-Improvement Area No. 1 Indebtedness Limit to \$305,000,000, (iii) increase the Improvement Area No. 1 Appropriations Limit to \$80,000,000, (iv) amend the boundaries of the CFD, Improvement Area No. 1 and Future Annexation Area by removing San Joaquin County Assessor's Parcel Number 253-360-15 from Improvement Area No. 1 (the "Transferred Parcel") and adding it to the Future Annexation Area, and (v) amend the Improvement Area No. 1 Rate and Method to reflect the fact that none of the parcels in Improvement Area No. 1 as of the date hereof is Business Park Property (as defined in the Improvement Area No. 1 Rate and Method); and

WHEREAS, on July 17, 2018, the City Council adopted a "Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax, Increase the Authorized Principal Amounts of Indebtedness for the CFD and Improvement Area No. 1, Increase the Annual Appropriations Limit for Improvement Area No. 1 and Amend the Existing Boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area" (the "Resolution of Consideration"), pursuant to which the City Council (i) declared the intention of the City Council to increase the Improvement Area No. 1 Indebtedness Limit to \$80,000,000 (the "Amended Improvement Area No. 1 Indebtedness Limit") and to increase the Non-Improvement Area No. 1 Indebtedness Limit to \$305,000,000 (the "Amended Non-Improvement Area No. 1 Indebtedness Limit"), (ii) approved an increase of the Improvement Area No. 1 Appropriations Limit to \$80,000,000 (the "Amended Improvement Area No. 1 Appropriations Limit"), (iii) approved the proposed amended and restated Improvement Area No. 1 Rate and Method (the "Amended and Restated Improvement Area No. 1 Rate and Method") in the form attached as Exhibit A to the Resolution of Consideration, (iv) approved the amendment of the Original Boundary Map to remove the Transferred Parcel from Improvement Area No. 1 and add it to the Future Annexation Area (the "Amended Boundary Map") and (v) set a public hearing for August 21, 2018; and

WHEREAS, the public hearing was held on this date, and the proposed Amended and Restated Improvement Area No. 1 Rate and Method, the proposed Amended Boundary Map, the proposed Amended Improvement Area No. 1 Appropriations Limit, the proposed Amended Improvement Area No. 1 Indebtedness Limit and the proposed Amended Non-Improvement Area No. 1 Indebtedness Limit were not opposed by more than 50% of the owners of land within Improvement Area No. 1 and the CFD or 50% of the owners of land within the Future Annexation Area; and

WHEREAS, following a public hearing, the City Council may change the Non-Improvement Area No. 1 Indebtedness Limit and add the Transferred Parcel to the Future Annexation Area without any further hearings or proceedings; and

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in Improvement Area No. 1 on the issue of (i) approving the Amended and Restated Improvement Area No. 1 Rate and Method, (ii) approving the Amended Improvement Area No. 1 Indebtedness Limit, (iii) approving the Amended Improvement Area No. 1 Appropriations Limit and (iv) approving the Amended Boundary Map; and

WHEREAS, following the public hearing, the City Council, acting as the legislative body of the CFD, adopted "Resolution Calling Special Election To Amend and Restate the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1, Increase the Authorized Principal Amount of Indebtedness for Improvement Area No. 1, Increase the Annual Appropriations Limit for Improvement Area No. 1 and Amend the Existing Boundaries of Improvement Area No. 1" calling for a special landowner election of the qualified electors within Improvement Area No. 1 to be held on August 21, 2018; and

WHEREAS, the special election was held on August 21, 2018, and the ballots were submitted to the City Clerk as the official conducting the election; and

WHEREAS, the City Council subsequently adopted "Resolution Declaring Results of Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1, Increase the Authorized Principal Amount of Indebtedness for Improvement Area No. 1, Increase the Annual Appropriations Limit for Improvement Area No. 1 and Amend the Existing Boundaries of Improvement Area No. 1" on August 21, 2018, in which it found that two-thirds of the votes cast at the election were in favor of the ballot measure.

NOW, THEREFORE, be it resolved as follows:

1. The City Council hereby approves (i) the Amended and Restated Improvement Area No. 1 Rate and Method, attached hereto as Exhibit "A," (ii) the Amended Improvement Area No. 1 Indebtedness Limit, (iii) the Amended Non-Improvement Area No. 1 Indebtedness Limit, (iv) the Amended Improvement Area No, 1 Appropriations Limit and (v) the Amended Boundary Map; and

2. From the effective date of this Resolution, the special taxes levied in Improvement Area No. 1 shall be levied in accordance with the Amended and Restated Improvement Area No. 1 Rate and Method.

3. The City Clerk is hereby directed to complete, execute and cause to be recorded in the office of the County Recorder of the County an Amended and Restated Notice of Special Tax Lien in the form required by the Act, such recording to occur no later than fifteen (15) days following adoption of this resolution.

4. The City Clerk is hereby directed to record, or cause to be recorded, the Amended Boundary Map in the office of the Recorder of San Joaquin within 15 days of the date of adoption of this Resolution.

5. This resolution is effective upon its adoption.

Resolution _____

Page 4

The foregoing Resolution was adopted by the City Council of the City of Tracy on the 21st day of August, 2018, on the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

EXHIBIT A

**AMENDED AND RESTATED IMPROVEMENT AREA NO. 1
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**

**CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)**

See Attached

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

**AMENDED AND RESTATED
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“CFD Update” means the date on which the Resolution of Change was adopted by the City Council.

“City” means the City of Tracy.

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

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

“County” means the County of San Joaquin.

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

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

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

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

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

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

“Final Bond Sale” means, at any point in time, the last series of Bonds issued for Improvement Area No. 1, which issuance uses up virtually all of the remaining capacity available from the Maximum Facilities Special Tax revenues that can be generated within Improvement Area No. 1, as determined by the City. If additional Bonds are expected to be issued after outstanding Bonds retire, the “Final Bond Sale” may not be the last series of Bonds ever issued for Improvement Area No. 1, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year after the Trigger Event to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred in the prior Fiscal Year. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

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

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

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

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

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

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

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

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

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

“Village” means a specific geographic area within Improvement Area No. 1 that (i) is identified by an assigned number on the Tentative Map, (ii) is expected to have single family lots that are all of a similar size, and (iii) is assigned Expected Maximum Facilities Special Tax Revenues in Attachment 1 based on the Expected Land Uses for that Village.

B. DATA FOR ADMINISTRATION OF SPECIAL TAX

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

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

C. MAXIMUM SPECIAL TAX

1. Facilities Special Tax

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

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

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

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

2. *Services Special Tax*

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

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

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

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

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

D. CHANGES TO MAXIMUM SPECIAL TAXES

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

1. *Changes in Expected Land Uses*

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

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

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

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

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

2. *Formation of City Services CFD*

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

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

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

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

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

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

E. METHOD OF LEVY OF THE SPECIAL TAXES

1. *Facilities Special Tax*

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

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

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

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

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

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

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

2. *Services Special Tax*

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

Step 1: The Services Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Services Special Tax for each Parcel of Developed Property until the amount levied is equal to the Services Special Tax Requirement.

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

F. MANNER OF COLLECTION OF SPECIAL TAXES

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

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

G. EXEMPTIONS

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

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

H. PARTIAL PREPAYMENT OF FACILITIES SPECIAL TAX

The following definitions apply to this Section H:

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

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

“Public Facilities Requirements” means: (i) \$45,765,000 in fiscal year 2015-16 dollars, which amount shall, on July 1, 2016 and on each July 1 thereafter, be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year, or (ii) such other number as shall be determined by the City to be an appropriate estimate of the net construction proceeds that will be generated from all Bonds that have been or are expected to be issued on behalf of Improvement Area No. 1.

“Remaining Facilities Costs” means the Public Facilities Requirements (as defined above), minus public facility costs funded by Previously Issued Bonds (as defined above), Remainder Taxes, or prepayments.

A property owner may prepay up to 80% of the Facilities Special Tax obligation applicable to a Parcel in Improvement Area No. 1, thereby reducing the Maximum Facilities Special Tax applicable to the Parcel, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay a portion of the Facilities Special Tax obligation shall provide the City with written notice of intent to prepay, which shall identify the percentage of the Maximum Facilities

Special Tax that is to be prepaid. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 50 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount for a Parcel shall be determined by application of the following steps:

- Step 1.** Determine the Maximum Facilities Special Tax that could be levied on the Parcel based on the Expected Land Uses for the Parcel at the time the prepayment is calculated.
- Step 2.** Divide the Maximum Facilities Special Tax computed pursuant to Step 1 by the Expected Maximum Facilities Special Tax Revenues in that Fiscal Year.
- Step 3.** Multiply the quotient computed in Step 2 by the percentage of the Maximum Facilities Special Tax that the property owner wants to prepay, which percentage shall not exceed 80%.
- Step 4.** Multiply the quotient computed pursuant to Step 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 5.** Compute the current Remaining Facilities Costs (if any).
- Step 6.** Multiply the quotient computed pursuant to Step 3 by the amount determined pursuant to Step 5 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 7.** Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 8.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the last Bond interest payment date on which interest has been or will be paid by Facilities Special Taxes already levied until the earliest redemption date for the Outstanding Bonds.

- Step 9:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 10:** Take the amount computed pursuant to Step 8 and subtract the amount computed pursuant to Step 9 (the “*Defeasance Requirement*”).
- Step 11.** Determine the costs of computing the prepayment amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption (the “*Administrative Fees and Expenses*”).
- Step 12.** If and to the extent so provided in the Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the “*Reserve Fund Credit*”).
- Step 13.** The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10, and 11, less the amount computed pursuant to Step 12 (the “*Prepayment Amount*”).
- Step 14.** From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, and 10 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 6 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 11 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a partial prepayment of a Facilities Special Tax has been received, an Amendment to Special Tax Lien shall be recorded against the Parcel to reflect the reduced Facilities Special Tax lien for the Parcel, which shall be equal to the portion of the Maximum Facilities Special Tax that was not prepaid. However, an Amendment to Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected. The prepayment of a portion of the Facilities Special Tax shall not affect the perpetual obligation to pay the Services Special Tax.

I. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and revise this RMA to correct any inconsistency, vagueness, or ambiguity, by resolution and/or ordinance, that does not create a material adverse effect on the levy and collection of the Special Taxes and any security for any Bonds.

ATTACHMENT 1

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

Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

Village	Expected Land Uses	Estimated Facilities Special Tax per Unit FY 2015-16 /1	Expected Maximum Facilities Special Tax Revenues FY 2015-16 /1
Village 1	160 Residential Units	\$2,514 per Residential Unit	\$402,240
Village 2	74 Residential Units	\$2,839 per Residential Unit	\$210,086
Village 3	103 Residential Units	\$2,837 per Residential Unit	\$292,211
Village 4	149 Residential Units	\$2,638 per Residential Unit	\$393,062
Village 5	196 Residential Units	\$3,487 per Residential Unit	\$683,452
Village 6	136 Residential Units /2	\$3,828 per Residential Unit	\$520,608
Village 7	182 Residential Units	\$2,270 per Residential Unit	\$413,140
Village 8	139 Residential Units	\$3,658 per Residential Unit	\$508,462
N/A	0 Acres of Business Park Property	\$2,500 per Acre	\$0
Total	1,139 Residential Units and 0 Acres of Business Park Property	N/A	\$3,423,261

1. On July 1, 2016 and each July 1 thereafter, the Estimated Facilities Special Tax per Unit and the Expected Maximum Facilities Special Tax Revenues shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.
2. Does not include 6 units in Village 6A, the timing of development of which is uncertain.

ATTACHMENT 2

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

Vesting Tentative Tract Map—Tract 3788

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRACY LEVYING SPECIAL TAXES WITHIN CITY OF TRACY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (TRACY HILLS) AND REPEALING ORDINANCE NO. 1224 TO THE EXTENT INCONSISTENT WITH THIS ORDINANCE

WHEREAS, this City Council (the “City Council”) of the City of Tracy (the “City”), conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 (commencing with Section 53311) of the California Government Code (the “Act”), to form (i) “City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)” (the “CFD”), (ii) “Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)” (“Improvement Area No. 1”), and (iii) “City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) (Future Annexation Area)” (the “Future Annexation Area”) and to authorize the levy of special taxes (the “Special Taxes”) upon the land within Improvement Area No. 1; and

WHEREAS, in the City Council's Resolution No. 2016-157 adopted on July 19, 2016 (the “Resolution of Formation”), the City approved the boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, as set forth in the map recorded in the San Joaquin County Recorder’s Office on June 15, 2016, at 10:00 a.m. in Book 6 of Maps of Assessment and Community Facilities Districts at Page 84, as Document No. 2016-069400 (the “Original Boundary Map”); and

WHEREAS, in the Resolution of Formation, the City Council also provided for the levy of the Special Taxes upon the land within the CFD and the improvement areas therein to finance certain public facilities and services described in Exhibit A to the Resolution of Formation and approved a rate and method of apportionment of special taxes for Improvement Area No. 1 (the “Improvement Area No. 1 Rate and Method”); and

WHEREAS, the City has been asked by the owners of the property in Improvement Area No. 1 and the CFD to, among other things, amend the boundaries of the CFD, Improvement Area No. 1 and Future Annexation Area by removing San Joaquin County Assessor’s Parcel Number 253-360-15 from Improvement Area No. 1 (the “Transferred Parcel”) and adding it to the Future Annexation Area, and amend the Improvement Area No. 1 Rate and Method to reflect the fact that none of the parcels in Improvement Area No. 1 as of the date hereof is Business Park Property (as defined in the Improvement Area No. 1 Rate and Method); and

WHEREAS, on July 17, 2018, the City Council adopted its Resolution No. _____ entitled “Resolution of Consideration to Amend and Restate the Rate and Method of Apportionment of Special Tax, Increase the Authorized Principal Amounts of Indebtedness for the CFD and Improvement Area No. 1, Increase the Annual Appropriations Limit for Improvement Area No. 1 and Amend the Existing Boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area” (the “Resolution of Consideration”), pursuant to which the City Council, among other things, approved the proposed amended and restated Improvement Area No. 1 Rate and Method (the “Amended and Restated Improvement Area No. 1 Rate and Method”) in the form attached as Exhibit A to the Resolution of Consideration and approved the amendment

of the Original Boundary Map to remove the Transferred Parcel from Improvement Area No. 1 and add it to the Future Annexation Area (the “Amended Boundary Map”); and

WHEREAS, this City Council held a noticed public hearing on August 21, 2018, and the proposed Amended and Restated Improvement Area No. 1 Rate and Method and the proposed Amended Boundary Map were not opposed by more than 50% of the owners of land within Improvement Area No. 1 and the CFD or 50% of the owners of land within the Future Annexation Area; and

WHEREAS, at said hearing all persons desiring to be heard on all matters pertaining to the Amended and Restated Improvement Area No. 1 Rate and Method, the Amended Boundary Map and the levy of special taxes within the boundaries of Improvement Area No. 1 as provided in the Amended Boundary Map pursuant to the Amended and Restated Improvement Area No. 1 Rate and Method were heard, substantial evidence was presented and considered by this City Council and a full and fair hearing was held;

WHEREAS, Government Code Section 53338 authorizes the holding of a special election of the qualified electors in Improvement Area No. 1 on the issues of amending the Original Boundary Map and amending and restating the Improvement Area No. 1 Rate and Method; and

WHEREAS, this City Council subsequently adopted its Resolution No. _____ entitled “Resolution Calling Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1, Increase the Authorized Principal Amount of Indebtedness for Improvement Area No. 1, Increase the Annual Appropriations Limit for Improvement Area No. 1 and Amend the Existing Boundaries of Improvement Area No. 1” (the “Resolution Calling Election”) calling for a special landowner election of the qualified electors within Improvement Area No. 1 to be held on August 21, 2018; and

WHEREAS, on August 21, 2018 a special election was held within Improvement Area No. 1 and the ballots were submitted to the City Clerk as the official conducting the election; and

WHEREAS, this City Council subsequently adopted its Resolution No. _____ entitled “Resolution Declaring Results of Special Election to Amend and Restate the Rate and Method of Apportionment of Special Tax for Improvement Area No. 1, Increase the Authorized Principal Amount of Indebtedness for Improvement Area No. 1, Increase the Annual Appropriations Limit and Amend the Existing Boundaries of Improvement Area No. 1” (the “Resolution Declaring Results”), which resolutions found that the eligible landowner-electors approved the adoption of, among other things, the Amended Boundary Map and the Amended and Restated Improvement Area No. 1 Rate and Method by the two-thirds vote required by the Act; and

WHEREAS, subsequent to the special election, this City Council adopted its Resolution No. _____ entitled “Resolution of Change” (the “Resolution of Change”) on August 21, 2018 which approved, among other things, the Amended and Restated Improvement Area No. 1 Rate and Method and the Amended Boundary Map and provided that the Special Taxes levied in Improvement Area No. 1 shall be levied within the boundaries of the Amended Boundary Map in accordance with the Amended and Restated Improvement Area No. 1 Rate and Method.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN,
as follows:

Section 1. By the passage of this Ordinance this City Council hereby authorizes and levies special taxes within the new boundaries of Improvement Area No. 1 as provided in the Amended Boundary Map, and on any parcels in the Future Annexation Area that are annexed into Improvement Area No. 1, at the rate and in accordance with the formula set forth in the Amended and Restated Improvement Area No. 1 Rate and Method. With respect to Future Improvement Areas, the City shall levy the special taxes at the rate and in accordance with the formula approved by the qualified electors in the Future Improvement Areas in the manner required by the Act (each, a “Future Rate and Method”; together with the Amended and Restated Improvement Area No. 1 Rate and Method, the “Rate and Methods”). The special taxes are hereby levied commencing in fiscal year 2019-20 and in each fiscal year thereafter for the period provided in applicable Rate and Methods, as contemplated by the Resolution of Formation and Resolution No. 2016-158 entitled “Resolution Determining Necessity to Incur Bonded Indebtedness” the “Resolution of Necessity”), and all costs of administering the CFD.

Section 2. The City Manager (or designee) (the “City Manager”) is hereby authorized and directed each fiscal year to determine the specific special tax rate and amount to be levied for the next ensuing fiscal year for each parcel of real property within Improvement Area No. 1 and each Future Improvement Area, in the manner and as provided in the applicable Rate and Methods or the Resolution of Formation, as applicable.

Section 3. Except as provided in the Rate and Methods, properties or entities of the State, federal or local governments shall be exempt from any levy of the special taxes. In no event shall the special taxes be levied on any parcel within Improvement Area No. 1 or a Future Improvement Area (including any parcels in the Future Annexation Area that are annexed into the CFD) in excess of the maximum tax specified in the applicable Rate and Methods or the Resolution of Formation, as applicable.

Section 4. All of the collections of the special tax within Improvement Area No. 1 and each Future Improvement Area shall be used as provided for in the Act, the Resolution of Formation and the applicable Rate and Methods, as applicable, including, but not limited to, the payment of principal and interest on bonds and other debt (as defined in the Act) issued by the City for Improvement Area No. 1 or a Future Improvement Area (the “Bonds”), the replenishment of the reserve fund for the Bonds, the payment of the costs of the Facilities and the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the special tax.

Section 5. The special taxes shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that this City Council may provide for other appropriate methods of collection by resolutions of this City Council. In addition, the provisions of Section 53356.1 of the Act shall apply to delinquent special tax payments. The City Manager is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of San Joaquin in order to effect proper billing and collection of the special tax, so that the special tax shall be included on the secured property tax roll of the County of San Joaquin for fiscal year 2019-20 and for each fiscal year thereafter until the Bonds are paid in full or such longer period of time provided in the applicable Rate and Methods.

Section 6. To the extent inconsistent with this Ordinance, this Ordinance repeals in its entirety Ordinance No. 1224, adopted by the City Council on July 19, 2016.

Section 7. If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within Improvement Area No. 1 or a Future Improvement Area, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within Improvement Area No. 1 or a Future Improvement Area (including any parcels in the Future Annexation Area that are annexed into the CFD) shall not be affected.

Section 8. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published in accordance with Government Code section 36933.

Section 9. This Ordinance shall take effect 30 days from the date of final passage.

The foregoing Ordinance ____ was introduced at a regular meeting of the Tracy City Council on the 21st day of August, 2018, and finally adopted on the ____ day of ____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

**AMENDED AND RESTATED
NOTICE OF SPECIAL TAX LIEN**

**IMPROVEMENT AREA NO. 1 OF THE
CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)**

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Tracy (the "City"), County of San Joaquin, State of California, previously caused a Notice of Special Tax Lien to be recorded in the Office of the County Recorder of the County of San Joaquin, State of California on July 28, 2016, at the hour of 11:42 a.m. as Document No. 2016-087878 (the "Notice of Special Tax Lien") to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated by this reference. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities described in Exhibit A attached hereto and hereby made a part hereof, to pay the cost of the public facilities and the public services described in Exhibit A, and to pay the cost of administering Improvement Area No. 1 (defined below).

The Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the referenced improvement area ("Improvement Area No. 1") of the referenced community facilities district (the "District") was attached to the Notice of Special Tax Lien as Exhibit B. A list of the assessor's tax parcel(s) numbers of all parcels or any portion thereof which were included in the Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appeared on the latest secured assessment roll as of the date of recording of the Notice of Special Tax Lien or as were otherwise known to the City was attached to the Notice of Special Tax Lien as Exhibit C.

Attachment E

This Amended and Restated Notice of Special Tax Lien amends and restates the Notice of Special Tax Lien for the purpose of providing notice of (i) an amended and restated list of the assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amended and Restated Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appeared on the latest secured assessment roll as of the date of recording this Amended and Restated Notice of Special Tax Lien or as are otherwise known to the City, in the form attached hereto as Exhibit A (the "Amended and Restated Assessor's Parcel Numbers and Owners of Land") and (ii) an amended and restated Rate and Method, in the form attached hereto as Exhibit B (the "Amended and Restated Improvement Area No. 1 Rate and Method"). The purpose of the Amended and Restated Assessor's Parcel Numbers and Owners of Land is to reflect the fact that San Joaquin County Assessor's Parcel Number 253-360-15 has been removed from Improvement Area No. 1 and the purpose of the Amended and Restated Improvement Area No. 1 Rate and Method is to reflect the fact that none of the parcels in Improvement Area No. 1 as of the date hereof is Business Park Property (as defined in the Rate and Method).

The changes described in the paragraph above, among others, were approved by the City Council of the City, as the legislative body of the District, pursuant to Resolution No. _____, adopted on August 21, 2018 (the "Resolution of Change").

The Amended and Restated Improvement Area No. 1 Rate and Method is as set forth in Exhibit B attached hereto and hereby made a part hereof. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are as set forth in said Exhibit B and hereby incorporated herein by this reference.

Notice is further given that upon the recording of this notice in the office of the County Recorder of the County of San Joaquin the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within Improvement Area No. 1 in accordance with Section 3115.5 of the Streets and Highways Code of California.

The name(s) of the owner(s) and the assessor's tax parcel numbers of the real property included within the area of Improvement Area No. 1 and not exempt from the special tax are as set forth in the Amended and Restated Assessor's Parcel Numbers and Owners of Land as set forth on Exhibit C attached hereto and hereby made a part hereof.

Reference is made to the boundary map of Improvement Area No. 1 recorded on August ____, 2018 at __:__ .m. in Book __ of Maps of Assessment and Community Facilities Districts at Page __, as Document No. _____ in the office of the County Recorder for the County of San Joaquin, State of California, which map is now the final boundary map of Improvement Area No. 1.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Director of the City of Tracy, City Hall, 333 Civic Center Plaza, Tracy, CA 95376 (telephone number: 209-831-6841).

Dated: As of August __, 2018

By: _____
City Clerk
City of Tracy

EXHIBIT A

IMPROVEMENT AREA NO. 1 OF THE CITY OF TRACY Community Facilities District No. 2016-1 (Tracy Hills)

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

FACILITIES

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

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

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

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

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

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

SERVICES

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

- Maintenance and operation of the Facilities

OTHER

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

1. Bond related expenses, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, bond and disclosure counsel fees and expenses, bond remarketing costs, and all other incidental expenses.

2. Administrative fees of the City and the bond trustee or fiscal agent related to the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) and the Bonds.

3. Reimbursement of costs related to the formation of the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) advanced by the City, the landowner(s) in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area), or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area) or any party related to any of the foregoing, for facilities, fees or other purposes or costs of the CFD (and each Improvement Area therein, as originally designated and as designated in the future in conjunction with the annexation of the Future Annexation Area).

EXHIBIT B

**CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)**

**AMENDED AND RESTATED IMPROVEMENT AREA NO. 1
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**

See Attached

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

**AMENDED AND RESTATED
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES**

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“CFD Update” means the date on which the Resolution of Change was adopted by the City Council.

“City” means the City of Tracy.

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

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

“County” means the County of San Joaquin.

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

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

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

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

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

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

“Final Bond Sale” means, at any point in time, the last series of Bonds issued for Improvement Area No. 1, which issuance uses up virtually all of the remaining capacity available from the Maximum Facilities Special Tax revenues that can be generated within Improvement Area No. 1, as determined by the City. If additional Bonds are expected to be issued after outstanding Bonds retire, the “Final Bond Sale” may not be the last series of Bonds ever issued for Improvement Area No. 1, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year after the Trigger Event to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred in the prior Fiscal Year. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

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

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

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

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

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

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

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

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

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

“Village” means a specific geographic area within Improvement Area No. 1 that (i) is identified by an assigned number on the Tentative Map, (ii) is expected to have single family lots that are all of a similar size, and (iii) is assigned Expected Maximum Facilities Special Tax Revenues in Attachment 1 based on the Expected Land Uses for that Village.

B. DATA FOR ADMINISTRATION OF SPECIAL TAX

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

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

C. MAXIMUM SPECIAL TAX

1. Facilities Special Tax

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

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

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

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

2. *Services Special Tax*

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

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

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

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

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

D. CHANGES TO MAXIMUM SPECIAL TAXES

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

1. Changes in Expected Land Uses

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

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

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

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

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

2. *Formation of City Services CFD*

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

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

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

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

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

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

E. METHOD OF LEVY OF THE SPECIAL TAXES

1. *Facilities Special Tax*

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

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

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

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

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

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

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

2. *Services Special Tax*

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

Step 1: The Services Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Services Special Tax for each Parcel of Developed Property until the amount levied is equal to the Services Special Tax Requirement.

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

F. MANNER OF COLLECTION OF SPECIAL TAXES

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

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

G. EXEMPTIONS

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

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

H. PARTIAL PREPAYMENT OF FACILITIES SPECIAL TAX

The following definitions apply to this Section H:

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

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

“Public Facilities Requirements” means: (i) \$45,765,000 in fiscal year 2015-16 dollars, which amount shall, on July 1, 2016 and on each July 1 thereafter, be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year, or (ii) such other number as shall be determined by the City to be an appropriate estimate of the net construction proceeds that will be generated from all Bonds that have been or are expected to be issued on behalf of Improvement Area No. 1.

“Remaining Facilities Costs” means the Public Facilities Requirements (as defined above), minus public facility costs funded by Previously Issued Bonds (as defined above), Remainder Taxes, or prepayments.

A property owner may prepay up to 80% of the Facilities Special Tax obligation applicable to a Parcel in Improvement Area No. 1, thereby reducing the Maximum Facilities Special Tax applicable to the Parcel, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay a portion of the Facilities Special Tax obligation shall provide the City with written notice of intent to prepay, which shall identify the percentage of the Maximum Facilities

Special Tax that is to be prepaid. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 50 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Facilities Special Taxes.

The Prepayment Amount shall be calculated as follows (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount for a Parcel shall be determined by application of the following steps:

- Step 1.** Determine the Maximum Facilities Special Tax that could be levied on the Parcel based on the Expected Land Uses for the Parcel at the time the prepayment is calculated.
- Step 2.** Divide the Maximum Facilities Special Tax computed pursuant to Step 1 by the Expected Maximum Facilities Special Tax Revenues in that Fiscal Year.
- Step 3.** Multiply the quotient computed in Step 2 by the percentage of the Maximum Facilities Special Tax that the property owner wants to prepay, which percentage shall not exceed 80%.
- Step 4.** Multiply the quotient computed pursuant to Step 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 5.** Compute the current Remaining Facilities Costs (if any).
- Step 6.** Multiply the quotient computed pursuant to Step 3 by the amount determined pursuant to Step 5 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 7.** Multiply the Bond Redemption Amount computed pursuant to Step 4 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 8.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the last Bond interest payment date on which interest has been or will be paid by Facilities Special Taxes already levied until the earliest redemption date for the Outstanding Bonds.

- Step 9:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 10:** Take the amount computed pursuant to Step 8 and subtract the amount computed pursuant to Step 9 (the “*Defeasance Requirement*”).
- Step 11.** Determine the costs of computing the prepayment amount, redeeming Bonds, and recording any notices to evidence the prepayment and redemption (the “*Administrative Fees and Expenses*”).
- Step 12.** If and to the extent so provided in the Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the “*Reserve Fund Credit*”).
- Step 13.** The Facilities Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 4, 6, 7, 10, and 11, less the amount computed pursuant to Step 12 (the “*Prepayment Amount*”).
- Step 14.** From the Prepayment Amount, the amounts computed pursuant to Steps 4, 7, and 10 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 6 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 11 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a partial prepayment of a Facilities Special Tax has been received, an Amendment to Special Tax Lien shall be recorded against the Parcel to reflect the reduced Facilities Special Tax lien for the Parcel, which shall be equal to the portion of the Maximum Facilities Special Tax that was not prepaid. However, an Amendment to Special Tax Lien shall not be recorded until all Facilities Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected. The prepayment of a portion of the Facilities Special Tax shall not affect the perpetual obligation to pay the Services Special Tax.

I. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and revise this RMA to correct any inconsistency, vagueness, or ambiguity, by resolution and/or ordinance, that does not create a material adverse effect on the levy and collection of the Special Taxes and any security for any Bonds.

ATTACHMENT 1

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

Expected Land Uses and Expected Maximum Facilities Special Tax Revenues

Village	Expected Land Uses	Estimated Facilities Special Tax per Unit FY 2015-16 /1	Expected Maximum Facilities Special Tax Revenues FY 2015-16 /1
Village 1	160 Residential Units	\$2,514 per Residential Unit	\$402,240
Village 2	74 Residential Units	\$2,839 per Residential Unit	\$210,086
Village 3	103 Residential Units	\$2,837 per Residential Unit	\$292,211
Village 4	149 Residential Units	\$2,638 per Residential Unit	\$393,062
Village 5	196 Residential Units	\$3,487 per Residential Unit	\$683,452
Village 6	136 Residential Units /2	\$3,828 per Residential Unit	\$520,608
Village 7	182 Residential Units	\$2,270 per Residential Unit	\$413,140
Village 8	139 Residential Units	\$3,658 per Residential Unit	\$508,462
N/A	0 Acres of Business Park Property	\$2,500 per Acre	\$0
Total	1,139 Residential Units and 0 Acres of Business Park Property	N/A	\$3,423,261

1. On July 1, 2016 and each July 1 thereafter, the Estimated Facilities Special Tax per Unit and the Expected Maximum Facilities Special Tax Revenues shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.
2. Does not include 6 units in Village 6A, the timing of development of which is uncertain.

ATTACHMENT 2

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

Vesting Tentative Tract Map—Tract 3788

EXHIBIT C

**IMPROVEMENT AREA NO. 1 OF THE
CITY OF TRACY
Community Facilities District No. 2016-1
(Tracy Hills)**

**AMENDED AND RESTATED
ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN
IMPROVEMENT AREA NO. 1**

<u>Assessor's Parcel Nos.¹</u>	<u>Names of Property Owners</u>
253-360-04 through 253-360-06, 253-360-08 through 253-360-10, and 253-360-16 through 253-360-17	Tracy Phase I, LLC

¹ Assessor's Parcel No. 253-360-15 has been removed from Improvement Area No. 1 pursuant to the Resolution of Change.

AGENDA ITEM 4

REQUEST

CONDUCT A PUBLIC HEARING TO AUTHORIZE THE ACCEPTANCE OF \$10,816 FROM THE 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AND APPROVE THE APPROPRIATION FOR THE PURCHASE OF EQUIPMENT FOR THE TRACY POLICE DEPARTMENT’S LAW ENFORCEMENT PROGRAMS

EXECUTIVE SUMMARY

The City of Tracy has been awarded \$10,816 from the Federal Justice Assistance Grant (JAG) Program for the purchase of equipment to enhance frontline law enforcement. This report recommends that the City of Tracy accept the grant and authorize an appropriation of \$10,816 to the Police Department budget for FY 18-19.

DISCUSSION

The Edward Byrne Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of Federal criminal justice funding to State and local jurisdictions. JAG funds support all components of the criminal justice system by improving the effectiveness and efficiency of criminal justice systems, processes and procedures.

Agencies are allowed to use this grant to support a broad range of activities to prevent and control crime based upon their local needs and conditions. The Tracy Police Department has determined that the most appropriate use of this grant is to purchase training equipment to enhance training for officers.

The Tracy Police Department intends to purchase the following equipment: One MotoShot Elite Robotic Moving Target System. The moving target system allows officers to train with life-like, realistic scenarios not obtained by traditional fixed targets. In reality, both threats and innocent bystanders are in constant movement. Training officers to observe their surroundings and observe what’s beyond the target is critical. In addition, per the requirements set forth by the JAG program, 3% of the award will be set aside and dedicated to the department achieving National Incident Based Reporting System compliance by 2020. Currently, Tracy Police Department reports crime statistics to the FBI using the Uniform Crime Reporting (UCR) reporting system; however by 2020 all agencies must comply and transition to the National Incident Based Reporting System (NIBRS).

Proposed JAG Grant Expenses	
Equipment	Cost
Motoshot Elite Robotic Moving Target System	\$10,492
JAG Grant requirement – 3% set aside for NIBRS compliance.	\$324
Total	\$10,816

STRATEGIC PLAN

This agenda item does relate to the Council's Strategic Plan in the area of Safety.

FISCAL IMPACT

The City of Tracy will receive \$10,816 from the 2018 Federal JAG Program. There is no negative impact to the current fiscal budget as no City match is required. Accepting this grant funding requires the funds to be appropriated from the Federal JAG Program and \$10,816 added to the Police Department's Operating Budget.

RECOMMENDATION

That City Council conduct a public hearing, and adopt a resolution to authorize the acceptance of the grant and approve the appropriation of \$10,816 from the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for the purchase of equipment for the Tracy Police Department's Law Enforcement Programs

Prepared by: Beth Lyons, Support Operations Division Manager

Reviewed by: Larry Esquivel, Chief of Police
Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

RESOLUTION _____

AUTHORIZING THE ACCEPTANCE AND APPROVING THE APPROPRIATION OF \$10,816 FROM THE 2018 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR THE PURCHASE OF EQUIPMENT FOR THE TRACY POLICE DEPARTMENT’S LAW ENFORCEMENT PROGRAMS

WHEREAS, The United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance coordinates the annual Edward Byrne Justice Assistance Grant (JAG) Program that makes available federal public safety funds to local jurisdictions, and

WHEREAS, The City of Tracy is eligible to receive \$10,816 for calendar year 2018 under a pre-designated grant formula, and

WHEREAS, The Tracy Police Department intends to use the appropriation of \$10,816 to purchase equipment to include one MotoShot Elite Robotic Moving Target System and set aside 3% of awarded funds dedicated to achieving National Incident Based Reporting System compliance, and

WHEREAS, City Council held the required public hearing, during a regularly scheduled meeting on August 21, 2018, as required, and provided the public an opportunity to comment;

NOW THEREFORE BE IT RESOLVED, That City Council of the City of Tracy hereby accepts the \$10,816 grant award from the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and authorizes the appropriation of \$10,816 for the purchase of equipment to include one MotoShot Elite Robotic Moving Target System and set aside 3% of awarded funds dedicated to achieving NIBRS compliance to improve and enhance the Tracy Police Department’s Law Enforcement Programs.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 21st day of August, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 5

REQUEST

AMEND RESOLUTION DETERMINING THE COMPENSATION TO BE PAID TO THE CITY TREASURER

EXECUTIVE SUMMARY

A review of the compensation for the City Treasurer was recently completed and an increase is recommended

DISCUSSION

Government Code Section 36517 directs that the compensation for the City Treasurer be determined by ordinance or resolution.

The City Treasurer has not received a salary increase since June 16, 1998, per Resolution 98-186. Over that 20-year period, the responsibilities have increased for the position, along with additional hours spent managing the City's investment portfolio.

The current compensation for the City Treasurer is \$800 per month. An adjustment in compensation is recommended in the amount of \$150, bringing the total compensation to \$950 per month.

The City Treasurer may receive said compensation, at his or her preference, in salary or City contribution to retirement or health benefits otherwise available to City employees, so long as the total compensation paid by the City does not exceed \$950 per month. The City Treasurer shall be subject to the same Flexible Benefit Plan rules as other City employees.

STRATEGIC PLAN

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

FISCAL IMPACT

The increase to the General Fund is \$1,800 per year. There are sufficient funds for this request.

RECOMMENDATION

That the City Council approves, by resolution, an increase to the monthly compensation of the City Treasurer from \$800 to \$950 effective September 1, 2018.

Prepared by: Randall Bradley, City Manager

Reviewed by: Midori Lichtwardt, Interim Assistant City Manager
Karin Schnaider, Finance Director

Approved by: Randall Bradley, City Manager

RESOLUTION _____

AMENDING RESOLUTION DETERMINING THE COMPENSATION
TO BE PAID TO THE CITY TREASURER

WHEREAS, Government Code Section 36517 directs that the compensation for the City Treasurer be determined by ordinance or resolution, and

WHEREAS, Resolution 98-186 fixed the compensation of the City Treasurer at \$800 per month, and

WHEREAS, An adjustment in compensation is recommended due to increased responsibilities over the past 20-year period;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Treasurer shall be compensated in an amount not to exceed \$950 per month.
2. The City Treasurer can receive said compensation, at his or her preference, in salary or City contribution to retirement or health benefits otherwise available to City employees, so long as the total compensation paid by the City does not exceed \$950 per month. The City Treasurer shall be subject to the same Flexible Benefit Plan rules as other City employees.
3. The compensation determined in this Resolution shall be effective September 1, 2018.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 21st day of August 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 6

REQUEST

RECEIVE UPDATE ON A RAILS WITH TRAILS PROGRAM AND NATURE PARK CONCEPT AND PROVIDE STAFF DIRECTION

EXECUTIVE SUMMARY

Per previous Council direction, staff is providing Council with an update on discussions of rails with trails program and a nature park concept and seeking direction on future actions.

DISCUSSION

Over the past several years, ongoing discussions of a rails with trails program and a nature park concept have peaked the interest of community members and the Council. On two separate occasions, Council has requested staff bring back discussion items on these topics. The purpose of this report is to provide an update to Council and seek direction.

Rails with Trails

Throughout the country, there are many miles of trails for both cyclists and pedestrians along rail corridors. These trails consist of two different types: (1) Rail to trails are trails that are built over abandoned rail lines where the tracks have been removed and, (2) rails-with-trails are shared-use paths that are located within or immediately adjacent to active railroad right-of-way.

The City of Tracy's Bicycle Master Plan design supplement calls for rails-with-trails along the rail corridor that travels throughout Tracy. The plan outlines approximately 25,000 linear feet (or almost 5 miles) of possible rails-with-trails in Tracy.

A rail-with-trail project will require an agreement with the railroad property owner. An agreement can take the form of a purchase, lease or easement of the right-of-way. Previous outreach efforts to Union Pacific Railroad have indicated that they are unlikely to sell any right-of-way but they may be open to a lease or easement option. In the event an agreement is reached, staff can pursue grant-funding opportunities for the design and construction of the trail(s). Grant funding opportunities are available at the federal, state, and local level. Most of the available programs are highly competitive and all require some level of matching funds from the City.

The City is currently working on updating the Bicycle Master Plan as part of the City's Roadways Master Plan. Additionally, the City is also working on updating its Parks, Trails and Recreation Master Plan. The rails with trails components, as well as other trail opportunities, will be analyzed in both of these Plans.

Staff will continue to talk with the railroad owners and can return to Council with an update at a later date.

Nature Park

An open space, passive recreation park (also known as a nature park) was first conceptualized through the 2010 Holly Sugar Sports Park (Legacy Fields) environmental impact report (EIR) and the 2013 Parks Master Plan. The EIR identified an 86-acre

passive recreation area to the south of Legacy Fields as a possible open space park and the 2013 Parks Master Plan identified a need for passive recreation space. As this concept grew, staff and Council have explored different ways to locate, develop and construct this type of park. As a result, there is an area identified for an open space park in the Tracy Hills Specific Plan to serve south Tracy and in 2014, Council directed staff, through an MOU, to explore a partnership with San Joaquin County to construct a South County Park on an 86-acre parcel south of Legacy Fields.

Over the years, the South County Park discussion has resulted in no plans to build a park, as the County and City could not come to terms on an agreement. In addition, the County may not have the funds to build the park. Talks with the County have concluded and staff is prepared to study the possibility of developing an open space park in the same location without the use of County funds. In FY 17-18, Council adopted the South County Park CIP 78176 and allocated \$100k for initial planning. These funds remain in the CIP and are available, should Council decide to reallocate these monies. Council can direct staff to end the South County Park discussions and focus on constructing a city park in the same 86-acre location.

It is staff's recommendation to incorporate this area into the new Parks, Trails and Recreation master plan as a passive recreation area that would serve as a buffer between Legacy Fields and the rural residences to the south. Per the recommendation of the EIR, this area may be used for passive recreational activities such as walking and biking trails and disc golf. In this Master Plan, staff will also analyze the possibility of connecting an open space park with bikeways and trails. This also includes the exploration of the available City-owned property surrounding Legacy Fields as a possible location for several park uses (a skate park, a BMX park and other outdoor and indoor activities).

The recent concept of a nature park supported by the Tracy Nature Park Advocates is only a concept and is not a Council-approved CIP. Staff has met with the advocacy group to provide technical information about the park system and the Legacy Fields location. Staff informed them that there is no funding for the concept but the concept will be considered as a part of the new Master Plan. It is important to note that inclusion as a master plan project means there will be an opportunity to fund the park as a part of the developer impact fee program.

Should Council wish to go in a different direction, staff is prepared to explore developing a conceptual plan for the 86 acres by reallocating the available funds from CIP 78176 and creating a new CIP for a North Tracy Nature Park. Funding for design and construction of a park will have to compete with other Measure V pay-as-you-go projects and other developer impact fee eligible community park projects.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life Strategy and meets the goal of enhancing the City's amenities.

FISCAL IMPACT

There is no fiscal impact with this informational report. However, depending on Council direction, there may be a future fiscal impact that will require Council action.

RECOMMENDATION

Receive update on the rails with trails program and nature park concept and provide staff direction.

Prepared by: Brian MacDonald, Parks and Recreation Director

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

AGENDA ITEM 7

REQUEST

INTRODUCE AN ORDINANCE ADDING SECTION 2.04.050 TO THE TRACY MUNICIPAL CODE PROHIBITING MEMBERS OF THE CITY COUNCIL, BOARDS AND COMMISSIONS, CITY TREASURER AND APPOINTED EMPLOYEES FROM CONTRACTING WITH THE CITY AND APPOINT AN AD HOC SUBCOMMITTEE TO WORK WITH THE CITY ATTORNEY'S OFFICE TO CREATE A COMPREHENSIVE CODE OF CONDUCT FOR CITY COUNCIL APPROVAL

EXECUTIVE SUMMARY

The City Council requested the City Attorney to prepare, for Council's consideration, an Ordinance prohibiting contracts between the City and Council Members, Commissioners and Appointed Employees. At the first presentation of this proposed ordinance, Council directed some changes to be drafted and the ordinance resubmitted for discussion.

Some Councilmembers have raised concerns regarding the civility and fundamental fairness of procedures and activities of both the City Council and various City Commissions. A further concern has been raised regarding actions by Councilmembers and/or Commissioners that may reflect adversely in the eyes of the public on the City. As a result, the City Council has requested that a comprehensive Code of Conduct be created.

Previously, the City Council requested that the City Attorney's office provide exemplars of codes of conduct utilized by other jurisdictions for its review and discussion. Those exemplars were found to be unsatisfactory to Council.

DISCUSSION

As previously discussed between Councilmembers, the proposed Ordinance creates a bright line rule prohibiting contracts between the City and its elected and appointed officials. The requested adjustments, allowing for contracts with organizations that have non-paid volunteer directors who are also elected or appointed officials. Additionally, the Ordinance requires recusal of any Councilmember if the contract in question is a memorandum of understanding with a labor organization if an immediate family member of the Councilmember is affected by the MOU.

The City Council has had numerous discussions regarding the need to have clear and bright ethical prohibitions, as well as clear roles and responsibilities outlined. At the March 20, 2018 City Council meeting, Council held a discussion regarding proposed ethical codes of conduct, but did not come to a consensus on what should be included therein. Originally, the City Attorney's office had proposed having a workshop of Council to address these items. Based upon the City Council discussions to date, the City Attorney's office believes that an ad hoc committee will be much more effective and will result in a Code of Conduct in a reasonable amount of time. The San Joaquin Grand Jury recommended that by October 31, 2018, the City of Tracy adopt a Code of Conduct. The City must respond to the Grand Jury's report as well.

The public has a right to hold its' elected and appointed officials to the highest standards of ethical and professional conduct. The City Council is committed to honoring that right of the public. In order to better serve its constituents, the City Council should adopt rules of conduct and meeting procedures for the management of City Council, Commission, and Committee meetings to establish a fair, reasonable and consistent process to consider, hear, and act upon matters before them.

While state and local elected officials in California are subject to various state laws, including the Political Reform Act ("PRA"), regarding conflict of interests and ethics, the City Council may adopt Codes of Conduct that are more extensive. State law establishes only the legally required minimum ethical standards.

As elected representatives of the citizens of the City of Tracy, it is essential that each Councilmember's behavior be consistent with the level of responsibilities and duties of governance entrusted to them by the people of Tracy. The Code of Conduct for City Council should be designed to describe the manner in which Councilmembers should treat one another, the City staff, constituents, and others they come into contact with in representing the City of Tracy. A Code of Conduct should reinforce state law and local ordinances regarding the City Council/City Manager form of government. Additionally, an effective Code should also apply the Code to Commissioners, elected Treasurer, Appointed Employees, Committee and Board members.

FISCAL IMPACT

There is no fiscal impact in either enacting the Ordinance or creating a subcommittee to create a Code of Conduct.

STRATEGIC PLAN

This agenda item is consistent with the Council approved Governance Strategy in creating and maintaining a highly ethical work environment.

RECOMMENDATION

That the City Council discuss, and if they chose, introduce and waive the full reading of an ordinance adding section 2.04.050 to the Tracy Municipal Code to provide that the City shall not contract with City Council Members, City Treasurer, Commissioners and Appointed Employees, unless the contract is exempted from the prohibition.

Staff recommends that City Council establish an ad hoc subcommittee to create a Code of Conduct and appoint two members to work with the City Attorney's office, with the intent to have a comprehensive Code of Conduct to be reviewed by the Council at the first meeting in October.

Prepared by: Thomas Watson, City Attorney

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENT

Proposed Ordinance adding section 2.04.050 to the Tracy Municipal Code

ORDINANCE _____

AN ORDINANCE OF THE CITY OF TRACY ADDING SECTION 2.04.050
TO THE TRACY MUNICIPAL CODE

WHEREAS, The City of Tracy ("City") has some established policies and procedures to govern the conduct of City Council Members, Commissioners, City Treasurer and Appointed Employees, and

WHEREAS, Council Members have raised concerns regarding contracts and/or grants being provided to organizations affiliated with City Council Members and/or Commissioners, and

WHEREAS, Council Members have expressed a concern that contracts between the City and City Council Members and/or Commissioners which are lawful under state law, have the appearance of impropriety and should not be authorized, and

WHEREAS, The City may provide by ordinance prohibitions that are more stringent than state law in the area of ethics relating to conduct of City Council Members, City Treasurer, Appointed Employees and Commissioners;

NOW THEREFORE, the City Council of the City of Tracy hereby ordains as follows:

SECTION 1: Section 2.04.050 of the Tracy Municipal Code is hereby added to read as follows:

2.04.050 - PROHIBITING MEMBERS OF THE CITY COUNCIL, BOARDS AND COMMISSIONS, CITY TREASURER AND APPOINTED EMPLOYEES FROM CONTRACTING WITH THE CITY.

(a) Definitions. For purposes of this Section, the following definitions shall apply:

(1) Board or Commission. The term "board or commission" means an appointed board or commission created by the City and specifically does include advisory boards or commissions.

(2) Business. The term "business" means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization or any other legal entity, whether for profit or non-profit.

(3) City. The term "City" includes any commission, board, department, agency, committee, or other organizational unit of the City of Tracy.

(4) Contract. The term "contract" means any agreement to which the City is a party, including grants or other funds provided by the City to any Business. Contracts shall not include exercise by the City of police or taxing powers, specifically the granting of business

licenses and/or approvals of land use or building permits. For purposes of this Ordinance, “contracts” shall explicitly exclude utilities accounts and purchase and sale agreements for real property

(5) Subcontract. The term "subcontract" means a contract to perform any work that a primary contractor has an agreement with the City to perform.

(6) Appointed Employees means City Manager and City Attorney.

(7) Financial Benefit means salary, wages, per diem, honorariums, incentive payments, commissions, payments or reimbursement for expenses, including travel payments provided by your employer. Financial Benefit means all of the above referenced categories received from any person, entity, corporation or non-profit.

(8) Immediate family member means any and/or all spouses, partners or adult children, whether they live in a single household or not.

(b) Prohibition. No member of the Council, Appointed Employees, City Treasurer or a member of any board or commission of the City shall, during his or her term of office, contract or subcontract with the City.

(c) Exceptions. This Section shall not apply to the following contracts or subcontracts:

(1) A contract or subcontract with a business with which a member of a board or commission is affiliated **unless** the member or his or her immediate family exercises management and control over the business. A member exercises management and control if he or she is:

(A) An officer or director of a corporation, but specifically excludes volunteer Board of Director members who receive no Financial Benefit;

(B) A majority shareholder of a closely held corporation;

(C) A shareholder with more than five percent beneficial interest in a publicly traded corporation;

(D) A general partner or limited partner with more than 20 percent beneficial interest in the partnership; or

(E) A general partner regardless of percentage of beneficial interest and who occupies a position of, or exercises management or control of the business.

(2) A contract with the City entered into before a member of the Council, elected Treasurer, appointed employee or a member of a board or commission, commenced his or her service.

(3) A settlement agreement resolving a claim or other legal dispute.

(4) The Appointed Employees shall be allowed to contract with the City the terms and conditions of their employment.

(d) A City Council Member shall recuse themselves from any vote regarding any Memorandum of Understanding between the City and any lawfully recognized bargaining unit in which a City Council member has an immediate family member.

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

SECTION 3: If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 4: This Ordinance shall be published once in a newspaper of general circulation, within 15 days from and after its final passage and adoption.

The foregoing Ordinance ____ was introduced at a regular meeting of the City Council of the City of Tracy on the 21th day of August, 2018, and finally adopted on the ___th day of September, 2018 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 10.A

REQUEST

APPROVE REQUEST FOR OUT-OF-STATE TRAVEL BY MAYOR PRO TEM VARGAS

EXECUTIVE SUMMARY

Pursuant to Council Policy (Fiscal Management A-1) and pursuant to Resolution 2007-075 (Travel and Expense Reimbursement for Elected and Appointed Officials), expenses for International and out-of-state travel, other than the annual "One Voice" trip to Washington D.C. coordinated through the San Joaquin County Council of Governments, require prior City Council approval.

DISCUSSION

Mayor Pro Tem Vargas has expressed an interest in attending the following out-of-state event:

1. Rail-Volution Conference in Pittsburgh, PA on October 21–24, 2018.

Approving this request requires Council action by resolution, pursuant to City of Tracy Resolution 2007-075 and would comply with Council Policy.

The approximate expense for the Rail-Volution Conference in October is \$3,000. There is a current balance available for FY18-19 of \$27,100 for Council travel. In addition, annually up to four Council Members attend a Tracy Lobbying trip in March or April to Washington, D.C. The average expense incurred for the trip is approximately \$14,000 (\$3,500 per person). Also, two Council Members attend the San Joaquin One Voice trip to Washington, D.C. during the month of April. The average expense of this trip is \$6,500. This will leave a remaining balance of \$3,600 for Council travel for the remainder of FY18-19.

STRATEGIC PLAN

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

FISCAL IMPACT

There are sufficient funds budgeted in the City Council operating budget to authorize this out of state travel request for Fiscal Year 2018/ 2019.

RECOMMENDATION

That the City Council adopts a resolution authorizing the out-of-state travel request.

Agenda Item 10.A
August 21, 2018
Page 2

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Interim Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENT A - Tracy City Council Policy Resolution 2007-075

Resolution No. 2007-075

REVISING THE POLICY AND PROCEDURES
FOR TRAVEL AND EXPENSES REIMBURSEMENT
FOR ELECTED AND APPOINTED OFFICIALS

WHEREAS, the City Council finds that it is in the best interests of the City that elected and appointed officials remain informed and trained in activities, developments and professional trends affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens; and

WHEREAS, appointed officials include Planning Commission, Parks and Recreation Commission members, and other non-employee members of boards, commissions, and committees; and

WHEREAS, the City of Tracy takes its stewardship over the use of its limited public resources seriously; and

WHEREAS, public resources should only be used when there is a substantial benefit to the City; and

WHEREAS, such benefits include:

- a. The opportunity to discuss the community's concerns with state and federal officials;
- b. Participating in regional, state and national organizations whose activities affect the City;
- c. Attending educational seminars designed to improve officials' skill and information levels; and
- d. Promoting public service and morale by recognizing such service; and

WHEREAS, a) legislative and other regional, state and federal agency business is frequently conducted over meals; b) sharing a meal with regional, state and federal officials is frequently the best opportunity for a more extensive, focused and uninterrupted communication about the City's policy concerns; and c) each meal expenditure must comply with the limits and reporting requirements of local, state and federal law; and

WHEREAS, this Policy provides guidance to elected and appointed officials on the use and expenditure of City resources, as well as the standards against which those expenditures will be measured; and

WHEREAS, Government Code section 36514.5 allows council members to be reimbursed for actual and necessary expenses incurred in the performance of their official duties; and

WHEREAS, On April 17, 2007, Council revised the policy to include a remedy for non-compliance by Board and Commission members; and

WHEREAS, this Policy satisfies the requirements of Government Code sections 53232.2 and 53233.3.

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

SECTION 1: Resolution No. 2007-023 is hereby repealed. The Travel and Expenses Reimbursement Policy and Procedures for Elected and Appointed Officials in the City of Tracy, attached hereto as Exhibit "A", is hereby adopted.

SECTION 2: This resolution shall take effect immediately upon adoption.


The foregoing Resolution 2007-075 was passed and adopted by the Tracy City Council on the 17th day of April, 2007, by the following vote:

AYES: COUNCIL MEMBERS: SUNDBERG, TOLBERT, TUCKER, IVES

NOES: COUNCIL MEMBERS: NONE

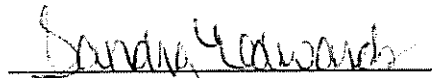
ABSENT: COUNCIL MEMBERS: ABERCROMBIE

ABSTAIN: COUNCIL MEMBERS: NONE



Mayor

ATTEST:



City Clerk

EXHIBIT "A" TO RESOLUTION NO. 2007-075

POLICY FOR REIMBURSEMENT
FOR TRAVEL AND EXPENSES
FOR ELECTED AND APPOINTED OFFICIALS

The City Council of the City of Tracy believes that it is important that elected and appointed officials (including Planning Commissioners, Parks and Recreation Commissioners, and other volunteer members of boards, commissions, and committees) remain informed and trained in issues affecting the affairs of the City and that attendance at institutes, hearings, meetings, conferences, or other gatherings is of value to the City and its citizens. The benefits include:

- a. The opportunity to discuss the community's concerns with state and federal officials;
- b. Participation in regional, state and national organizations whose activities affect the City;
- c. Attending educational seminars improve officials' skill and information levels; and
- d. Promoting public service and morale by recognizing such service.

In order to promote these endeavors, to protect public resources and foster public trust in the use of those resources, as well as comply with state law requirements regarding reimbursement of expenses, the City Council hereby sets forth the travel and expense reimbursement policies for the City of Tracy.

All anticipated conferences, conventions and professional meetings shall be budgeted for in the current operating budget. As the trip is being paid for with public funds, it shall be the responsibility of the official undertaking the trip to make every effort to attend the entire conference and/or as many sessions as possible.

All elected officials and appointed officials (including the City Manager and City Attorney) who receive compensation for their service or reimbursement for their expenses shall comply with this Policy. This shall include Planning Commissioners, Parks and Community Services Commissioners, and Cultural Arts Commissioners.

A. AUTHORIZED EXPENSES

City funds, equipment, supplies (including letterhead), titles, and staff time must only be used for authorized City business. Expenses incurred in connection with the following types of activities generally constitute authorized expenses, as long as the other requirements of this Policy are met:

1. Communicating with representatives of regional, state and national government on City adopted policy positions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in regional, state and national organizations whose activities affect the city's interests;

4. Recognizing service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost);

5. Attending City events;

6. Implementing a City-approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member;

7. Meetings such as those listed above for which a meeting stipend is expressly authorized under this Policy, and

8. City council members may be reimbursed for Internet and/or Cable TV expenses related to, and used in connection with, their official duties.

All other expenditures require prior approval by the City Council.

Expenses for international and out-of-state travel, other than the annual "One-Voice" trip to Washington D.C. coordinated through the San Joaquin County Council of Governments, require prior City Council approval.

For the purposes of this Policy, if the City pays directly for the expenses it is not considered a reimbursement (e.g. conference fees).

B. EXPENSES NOT ELIGIBLE FOR REIMBURSEMENT

Examples of personal expenses that the City will not reimburse include, but are not limited to:

1. The personal portion of any trip;

2. Political or charitable contributions or events;

3. Family expenses, including partner's expenses, when accompanying official on agency-related business¹, as well as children- or pet-related expenses;

4. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;

5. Alcohol/personal bar expenses;

6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and

7. Personal losses incurred while on City business.

8. Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is incurred.

¹ If trip arrangements are made, as a convenience, for spouse or family members, reimbursement to the City for any advanced expenses must be received by the City prior to the trip.

C. COMPENSATION FOR ATTENDANCE AT MEETINGS

Compensation for meeting attendance, for elected and appointed members of city boards and commissions, shall be as follows:

1. City Council members' salaries shall be set and enacted as mandated by the California Government Code.
2. Compensation for meeting attendance for members of the Planning Commission, Parks and Community Services Commission, and the Community Cultural Arts Commission, shall be established by resolution of the City Council.

D. TRANSPORTATION

When attending conferences or meetings that are of such distance that it is more economical to take commercial transportation, if an official proposes to drive his/her car in those cases, commercial air fare will be paid and not automobile mileage. Government and group rates must be used when available.

1. **Airfare.** Airfares that are reasonable and economical shall be eligible for reimbursement.
2. **Automobile.** Automobile mileage is reimbursed at Internal Revenue Service ("IRS") rates in effect at the time of travel. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable.
3. **Car Rental.** Rental rates that are reasonable and economical shall be eligible for reimbursement.
4. **Taxis/Shuttles.** Taxis or shuttles fares may be reimbursed, including a fifteen (15%) percent gratuity per fare, when the cost of such fares is equal or less than the cost of car rentals, gasoline and parking combined, or when such transportation is necessary for time-efficiency.

E. LODGING

Lodging expenses will be reimbursed, or paid for, when travel on official city business reasonably requires an overnight stay. If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting in question if such rates are available at the time of booking. Travelers must request government rates, when available. If the group rate is not available, reimbursement at the IRS rate in effect at the time of travel shall apply (IRS Publication 463).

F. MEALS

A local expense reimbursement policy identifying a "per diem" of reasonable rates for meals is not adopted. Receipts for expenses for meals shall be required. Actual expenses shall be reimbursed subject to the maximum per diem for the meal as set by the IRS rate in effect at the time of travel. (See Cal. Gov't Code §53232.2(c) and Publication 1542 at www.irs.gov or www.policyworks.gov/perdiem.) The City will not pay for alcohol/personal bar expenses.

G. MISCELLANEOUS EXPENSES

Officials will be reimbursed for actual telephone, fax, and parking expenses incurred on City business. Telephone bills should identify which calls were made on City business.

H. CASH ADVANCE POLICY

From time to time, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the City Manager ten (10) working days prior to the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. The benefits of such expenditure to the residents of City;
3. The anticipated amount of the expenditure(s) (for example, hotel rates, meal costs, and transportation expenses); and
4. The dates of the expenditure(s).

Any unused advance must be returned to the City within five (5) working days of the official's return, along with an expense report and receipts documenting how the advance was used. In the event the City Manager is uncertain as to whether a request complies with this Policy, such individual must seek resolution from the City Council.

I. CREDIT CARD USE POLICY

City does not issue credit cards to individual office holders but does have an agency credit card for selected City expenses. City office holders may use the city's credit card for such purposes as airline tickets and hotel reservations by following the same procedures for cash advances. Receipts documenting expenses incurred on the City credit card and compliance with this Policy must be submitted within five (5) working days of use. Except as allowed under Section B(3), city credit cards may not be used for personal expenses, even if the official subsequently reimburses the City.

J. EXPENSE REPORT CONTENT AND SUBMISSION DEADLINES

All cash advance expenditures, credit card expenses and expense reimbursement requests must be submitted on an expense report form provided by the city. This form shall include the following advisory:

"All expenses reported on this form must comply with the city's policies relating to expenses and use of public resources. The information submitted on this form is a public record. Penalties for misusing public resources and violating the city's policies include loss of reimbursement privileges, restitution, civil and criminal penalties as well as additional income tax liability."

Expense reports must document that the expense in question met the requirements of this Policy. Officials must submit their expense reports within thirty (30) calendar days of an

expense being incurred, accompanied by receipts documenting each expense. Restaurant receipts, in addition to any credit card receipts, are also part of the necessary documentation.

Inability to provide such documentation in a timely fashion may result in the expense being borne by the official.

In the event the official does not attend the trip and non-refundable expenses have been incurred for registration, lodging and/or travel, the non-attending official shall submit a written explanation of the reasons for non-attendance to the City Manager. The City Manager shall determine if the public funds advanced must be reimbursed to the City. Any decision of the City Manager may be appealed to the City Council.

All expenses are subject to verification that they comply with this Policy.

K. REPORTS TO CITY COUNCIL, BOARD OR COMMISSION

At the next regular City Council (or Board or Commission) meeting, each official shall make a brief report (written or oral) on meetings attended at City expense. If multiple officials attended, a joint report may be made.

L. COMPLIANCE WITH LAWS; VIOLATION

City officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. All agency expenditures are public records subject to disclosure under the Public Records Act and other applicable laws. Use of public resources or falsifying expense reports in violation of this Policy may result in any or all of the following: 1) loss of reimbursement privileges, 2) a demand for restitution to the City, 3) the agency's reporting the expenses as income to the elected official to state and federal tax authorities, 4) civil penalties of up to \$1,000 per day and three times the value of the resources used, and 5) prosecution for misuse of public resources.

Failure of an appointed Board or Commission member, after forty-five (45) days written notice, to complete the training required by AB1234 and this Policy shall result in the automatic removal of the member from their Board or Commission position.

RESOLUTION 2018-

APPROVING REQUEST FOR OUT-OF-STATE TRAVEL BY MAYOR PRO TEM VARGAS

WHEREAS, pursuant to Council Policy (Fiscal Management A-1) and pursuant to Resolution 2007-075 (Travel and Expense Reimbursement for Elected and Appointed Officials), expenses for International and out-of-state travel, other than the annual "One Voice" trip to Washington D.C. coordinated through the San Joaquin County Council of Governments, require prior City Council approval, and

WHEREAS, Mayor Pro Tem Vargas has expressed an interest in attending the Rail-Volution Conference in Pittsburgh, PA on October 21-24, 2018, and

WHEREAS, approving this request requires City Council action by resolution, pursuant to City of Tracy Resolution 2007-075, and

NOW, THEREFORE, the City Council of the City of Tracy hereby authorizes Mayor Pro Tem Vargas' request to travel out-of-state.

The foregoing Resolution 2018- , was passed and adopted by the Tracy City Council on the 21st day of August, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK