

JOINT MEETING OF THE TRACY CITY COUNCIL
AND THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY

REGULAR MEETING AGENDA

Tuesday, October 16, 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.

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS

1. Introduction of New Librarian
2. Make A Difference Day Proclamation

1. CONSENT CALENDAR

- A. Adoption of October 2, 2018 Closed Session and Regular Meeting Minutes
- B. Receive the Annual Report of the Transportation Advisory Commission
- C. Approve a New Capital Improvement Project (CIP) for a Nature Park, Defund and Close the South County Park North Tracy CIP 78176, and Re-Allocate \$100,000 in Funding to the New Nature Park CIP 78180
- D. Approve a General Services Agreement with Environmental Logistics Inc., of California for On-Call Services for Removal of Fats, Oil and Grease at Various Locations for a Not to Exceed Amount of \$200,000 Per Year for a Period of Three Years, and Authorize an Appropriation from Fund 521
- E. Approve a General Services Agreement with Jim Brisco Enterprises, Inc. for the Purposes of Loading, Hauling and Disposing of Wastewater Treatment Biosolids
- F. Authorize Establishment of a Four-Way Stop at the Intersection of Clover Road and Butthmann Avenue
- G. Approve the Results of 2017 Speed Survey
- H. Adopt the Compensation and Benefits Plan for Limited Service Employees (LSE), Authorize the City Manager to Increase Appropriations, and Authorize an Amendment of the City Master Salary Schedule
- I. Approve the Final Subdivision Map and Subdivision Improvement Agreement for Tracy Hills Village 1C, Tract 3944, and Authorize the City Clerk to File the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder
- J. Approve Amendment No. 2 to Master Professional Services Agreements with Kimley-Horn & Associates and Black Water Consulting Engineers, Inc. for Engineering Analyses Services and Engineering Assistance

- K. Accept the Construction of the Slurry Seal & Microsurface Project, CIP 73142, Completed by American Pavement Systems, Inc., of Modesto, California, Authorize the City Clerk to File the Notice of Completion, and Authorize the City Engineer to Release the Bonds and Retention Payment
 - L. Approve the Offsite Improvement Agreement for Industrial Property Trust (IPT) Building 2 at 1207 East Grant Line Road
 - M. Approve a Professional Services Agreement with Engineering Firm Mark Thomas and Company of Sacramento, California, to Provide Environmental Documents, Planning, Engineering, Right of Way Acquisition Assistance, and Engineering Support During Construction Services for I-205 and I-580 / Mountain House Interchange Improvements – CIP 73146 & 73147 and Find it is in the Best Interest of the City to Forego the Formal Selection Process for the Plans, Specifications and Engineer's Estimates, Right of Way Acquisition and Construction Support Services
 - N. Award a Construction Contract to Mountain Cascade, Inc. of Livermore, CA. with a Contingency Amount, Approve a Professional Services Agreement with Jacobs Project Management Company, a Texas Corporation to Provide Construction Management and Inspection Services, Approve Amendment No. 2 to the Professional Services Agreement with CH2M Hill Inc., to Provide Engineering Services During Construction for the Tracy Recycled Water Mains and Wastewater Treatment Plant Pump Station Project, CIP 74091, Approve Amendment 1 to Professional Services Agreement with West Yost and Associates for Design Services Related to the Next Phase of the Recycled Water Project and Approve a Resolution Declaring Intention to Reimburse Expenditures from the Proceeds of Obligations to be issued by the City and Directing Certain Actions
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- 2. ITEMS FROM THE AUDIENCE
 - 3. RECEIVE PUBLIC TESTIMONY FROM PUBLIC HEARING FOR ANNUAL UNMET TRANSIT NEEDS, CITY OF TRACY, FISCAL YEAR 2018-19
 - 4. PUBLIC HEARING TO CONSIDER RENAMING WEST SCHULTE ROAD BETWEEN CORRAL HOLLOW ROAD AND LAMMERS ROAD TO WESTERN PACIFIC WAY
 - 5. APPROVAL BY THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY OF ORGANIZATIONAL MATTERS
- APPROVAL BY THE CITY OF TRACY AND THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY OF AN AMENDMENT AND RESTATEMENT OF THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE TRACY PUBLIC FINANCING AUTHORITY
- 6. RECEIVE UPDATE ON CITY COUNCIL STRATEGIC PRIORITIES, GOALS AND OBJECTIVES FOR FISCAL YEARS 2017/18 AND 2018/19 WHICH INCLUDE PUBLIC SAFETY, QUALITY OF LIFE, GOVERNANCE, AND ECONOMIC DEVELOPMENT
 - 7. APPROVE AN AMENDMENT TO THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN DEVELOPMENT FEE TO DECREASE IN FEE FOR 2019

8. APPROVE FINANCING PLAN FOR THE CONSTRUCTION OF FIRE STATIONS 94, 95, 97, AND 99; ADOPT POLICY FOR INTERFUND LOANS; AND APPROVE INTERFUND LOANS FROM THE GENERAL FUND AND INTERNAL SERVICES-EQUIPMENT REPLACEMENT FUND TO THE MASTER PLAN-PUBLIC SAFETY (FIRE) FUND
9. ITEMS FROM THE AUDIENCE
10. STAFF ITEMS
11. COUNCIL ITEMS
 - A. PROVIDE DIRECTION TO STAFF ON WHETHER TO CANCEL THE CITY COUNCIL MEETING SCHEDULED FOR TUESDAY, JANUARY 1, 2019
12. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

October 2, 2018, 6:30 p.m.

Council Chambers, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 6:30 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Dement, Young, Mayor Pro Tem Vargas, and Mayor Rickman present. Council Member Ransom arrived at 6:30 p.m.
3. ITEMS FROM THE AUDIENCE – None.
4. CLOSED SESSION
 - Personnel Matter (Gov. Code, § 54957)
Public Employee Appointment, Employment, Evaluation of Performance, Discipline, or Dismissal
Position Title: City Attorney
5. MOTION TO RECESS TO CLOSED SESSION – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Dement to recess the meeting to closed session at 6:30 p.m. Roll call vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – Mayor Rickman reconvened the meeting into open session at 7:05 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 all in favor; passed and so ordered. Time 7:06 p.m.

The agenda was posted at City Hall on September 27, 2018. The above are action minutes.

Mayor

ATTEST:

City Clerk

October 2, 2018, 7:00 p.m.

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Mayor Rickman called the meeting to order at 7:06 p.m.

Mayor Rickman led the Pledge of Allegiance.

Pastor Kevin James, New Creation Bible Fellowship offered the invocation.

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

Randall Bradley, City Manager presented the Employee of the Month award for October 2018 to Veronica Nunez, Finance Department.

Mayor Rickman presented a proclamation for Arbor Day to Don Scholl, Public Works Director and David Murphy, Urban Forestry Supervisor/City Arborist

Mayor Rickman presented a proclamation for Domestic Violence Awareness Month to Stephanie Player, Women's Center-Youth & Family Services - Domestic Violence Shelter Manager

Mayor Rickman presented a proclamation for Fire Prevention Week to Amy Ray, Fire Marshal

Mayor Rickman announced that Agenda Item 6 was being pulled to be heard at the October 16, 2018, Council meeting.

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 September 18, 2018, Closed Session and Regular Meeting Minutes – Minutes were adopted.
 - B. Authorize the Purchase of Multiple Vehicles and Equipment in the Amount of \$1,038,981 – **Resolution 2018-199** authorized the purchase of vehicles and equipment
 - C. Approve Software License and Maintenance Agreements with Central Square Technologies (Formerly Superior) and Approve an Appropriation of \$207,640 from Fund 205, for the Upgrade of the Development Services Permit Tracking Software and Purchase of Computer Monitors and Software for Electronic Plan Review, and Authorize the Development Services Director to Approve Subsequent Maintenance Agreements – **Resolution 2018-200** approved the Software License and Maintenance Agreements and appropriation of funds.

- D. Accept Travel Report from City Attorney Regarding Attendance at League of California Cities' Annual Conference & Expo – **Report was accepted**
 - E. Approve Change Order No. 5 to Preston Pipelines, Inc., to Install Two Additional Pressure Relief Valves for the City Side Zone 3 Pump Station Project, CIP 75121 and Authorize the City Manager to Execute the Change Order – **Resolution 2018-201** approved Change Order No. 5 to Preston Pipelines, Inc.
 - F. Approve the Final Subdivision Map and Subdivision Improvement Agreement for Tracy Hills Village 8A, Tract 3957, and Authorize the City Clerk to File the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder – **Resolution 2018-202** approved the Final Subdivision Map and Subdivision Improvement Agreement.
2. ITEMS FROM THE AUDIENCE – Robert Tanner expressed his concerns regarding the proposed Measure M. Mr. Tanner added he was surprised a local lawyer who supported Measure A has not commented regarding the Measure.

Mike Maciel reiterated his concerns regarding his previous complaints related to activities at the January 5 Regional Rail meeting, and his question at the last Council meeting regarding the CAFR and transfer action. Mr. Maciel referred to comments made by Mayor Rickman at the Mayoral forum regarding the former Mayor's complaints against Randall Bradley, inequity of County-City property tax sharing, and deaths occurring because of slow EMS response.

Alison Quinteros asked for information regarding former Police Chief Esquivel in order to provide information to people who signed up to have him reinstated.

3. RECEIVE PRESENTATION FROM SAN JOAQUIN COUNTY'S PROGRAM ADMINISTRATOR FOR HOMELESS INITIATIVES, AND DISCUSS AND DETERMINE WHETHER TO DECLARE A SHELTER CRISIS PURSUANT TO GOVERNMENT CODE SECTION 8698.2 TO ESTABLISH ELIGIBILITY FOR HOMELESS EMERGENCY AID PROGRAM GRANT FUNDS AS REQUIRED BY SENATE BILL 850 -

Andrew Malik presented the staff report and introduced Adam Cheshire, Program Administrator from Homeless Initiatives at San Joaquin County.

Mr. Cheshire provided a Powerpoint presentation regarding the Shelter Crisis Declaration.

Michael Maciel asked if there was any way to address that concern. Mr. Maciel added if Council is not comfortable declaring the shelter crisis, then there still needs to be an answer to the issue.

City Council questions and comments followed.

Martin Evans spoke about the following City emergency needs: ambulance services on rubber pads, health, dentists and food, and expanding on Tracy hospital, as it will not meet emergency needs.

Yvonne Eder stated she was pleased with the resolution before Council with the exception of the homeless count within Tracy. Ms. Eder stated the count is low compared to actual numbers. Ms. Eder stated it is the City's responsibility to take care of those less fortunate. Ms. Eder expressed support for the item.

Pete Mitracos stated if the City gets one time money, the City gives up rights within the city. Mr. Mitracos added organizations in Tracy have done a great job raising money. Dealing with the state ends up with unfunded mandates.

City Council questions and comments continued.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Young to adopt a Resolution declaring a shelter crisis pursuant to Government Code Section 8698 et seq. to establish eligibility for Homelessness Emergency Aid Program grant funds as required by Senate Bill 850 with a sunset that matches the date of fund expiration. Roll call vote found Council Member Ransom and Council Member Young in favor. Council Member Dement, Mayor Pro Tem Vargas and Mayor Rickman opposed. Motion failed.

Council Member Ransom wanted the record to reflect that the organization where she is a director does not serve homeless youth, and is not qualified to apply for the funds. Council Member Ransom also thanked Mr. Cheshire for his presentation and time.

4. PUBLIC HEARING TO APPROVE AN AMENDMENT TO THE CITYWIDE STORM DRAINAGE MASTER PLAN AND ADOPT STORM DRAINAGE IMPACT FEE STUDY AND NEW AND UPDATED FEES FOR THE EXPANDED NORTHEAST INDUSTRIAL AREA OF THE CITY

Robert Armijo, City Engineer/Assistant Director of Development Services presented the staff report.

Mayor Rickman opened the public hearing.

Martin Evans expressed concerns regarding spraying for mosquitos around the retention ponds, and valley fever.

Mayor Rickman closed the public hearing.

City Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Ransom to adopt **Resolution 2018-203** approving Supplement No. 2 of the Citywide Storm Drainage Master Plan. 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 2018-204** approving the Storm Drainage Impact Fee Study for the expanded Northeast Industrial Area and Eastside Industrial Area and approving the establishment of new and updated storm drainage development impact fees for these areas. Roll call vote found all in favor; passed and so ordered.

5. APPROVE THE RENAMING OF SIXTH STREET PLAZA TO FRONT STREET PLAZA

Brian MacDonald, Parks and Recreation Director provided the staff report.

Pete Mitracos, Chairman of the Landmark Committee of the Westside Pioneers provided a brief history regarding the name change request.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Dement and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2018-205** approving the renaming of Sixth Street to Front Street Plaza. Roll call vote found all in favor; passed and so ordered.

6. APPROVE FINANCING PLAN FOR THE CONSTRUCTION OF FIRE STATIONS 94, 95, 97, AND 99; ADOPT POLICY FOR INTERFUND LOANS; AND APPROVE INTERFUND LOANS FROM THE GENERAL FUND AND INTERNAL SERVICES-EQUIPMENT REPLACEMENT FUND TO THE MASTER PLAN-PUBLIC SAFETY (FIRE) FUND – **Item was moved to October 16, 2018.**

7. ITEMS FROM THE AUDIENCE – Martin Evans mentioned Sandra Cantu, and spoke about moving the drinking fountain from outside the old post office and a rock from the hospital to a potential park at Bessie and Beverly, and zoning on Bessie.

8. STAFF ITEMS – Randall Bradley announced the promotion of Andrew Malik, and Midori Lichtwardt to Assistant City Manager and Kimberly Murdaugh to Human Resources Director.

Alex Neicu, Interim Police Chief provided a report regarding goals achieved by the Police Department over the past 45 days.

Mayor Rickman requested the report be brought back to City Council as an agenda item. Mayor Pro Tem Vargas supported the request.

9. COUNCIL ITEMS – Mayor Pro Tem Vargas referred to a press release regarding the approval by MTC of \$10.1 million to the Valley Link Rail Project. The funds will be utilized to complete environmental studies, design and planning of the project. The project is anticipated to be completed by 2024. Ridership is looking strong and over 25,000 are anticipated to utilize the Valley Link. Mayor Pro Tem Vargas thanked the Mayor, Council, and those who worked with the Council of Governments and supported the project.

Council Member Ransom congratulated the newly promoted staff members. Council Member Ransom also thanked Thomas Watson, City Attorney regarding the investigation related to National Night Out at Edgewood. Council Member Ransom stated the Intent was to get to the bottom of the issue and to have processes and policies in place. Mr. Hammudi was found credible and the other allegation was not found to be corroborated. Council Member Ransom requested the suggested policies be placed on an agenda so Council can weigh in on how to have clear communications and expectations when partnering with anyone or an event, and roles when dealing with the community. Council

Member Young seconded the request.

Council Member Ransom announced the Parent Teacher Student Association is hosting a forum to hear from the school board candidates on October 10, 2018, at Kimball High School beginning at 6:00 p.m.

Council Member Dement reminded everyone about the Tracy Chamber of Commerce Mariachi event at the Grand Theatre on October 13, 2018.

Council Member Young announced the following: Chest of Hope 5K Walk/Run on Saturday, October 6 beginning at 8:00 a.m. at Lincoln Park, and the Tracy African American Association's Fish Fry at Saint Paul's Lutheran Church beginning at 6:00 p.m.

Mayor Rickman announced the following: Farmers Market and Banta Hay Day on October 6, 2018, and the Witches and Broom Sticks event on October 19, 2018, from 6:00 p.m. to 8:00 p.m.

Mayor Pro Tem Vargas gave a shout out to her son Luciano for his 8th birthday.

10. ADJOURNMENT – Time: 9:24 pm

ACTION: Motion was made by Mayor Pro Tem Vargas 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 September 27, 2018. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

AGENDA ITEM 1.B

REQUEST

RECEIVE THE ANNUAL REPORT OF THE TRANSPORTATION ADVISORY COMMISSION

EXECUTIVE SUMMARY

The Transportation Advisory Commission was formed by the City Council in 2007 for the purpose of advising the Council on the planning and development of public transportation related improvements and delivery of various public transportation service programs. At the February 7, 2017 regular City Council meeting, the Council expressed the desire to receive an annual report from all of the City's Commissions to be placed on the consent calendar. This report is an accounting of the Transportation Advisory Commission for Fiscal Year (FY) 17/18 as well as projected goals for FY 18/19.

DISCUSSION

The Transportation Advisory Commission (TAC) was formed in 2007 after Council expressed the need for a commission with a diverse member composition in order to advise the Council on various public transportation issues. The original commission was comprised of nine members with backgrounds in transit, aviation, rail, and bikeways. In 2017 Council approved to change the number of commissioners to seven members. Since the TAC was formed, it has worked on setting goals to work on in one to two-year increments.

In FY 17/18, the TAC had four focus areas and ten goals as listed below. Under each goal is the status on how successful the TAC was in completing its objective.

Focus Area: OUTREACH

- Public Outreach at the Farmers Market
 - A primary focus of the commission is to solicit feedback from the public on issues related to transportation. To achieve this goal, the commission decided to conduct outreach from the City booth at the Farmer's Market in order to engage with a greater number of residents on a weekly basis. The commission was able to attend four Farmer's Markets during FY 17/18 providing information about the commission and other transportation items.
 - **GOAL STATUS: COMPLETE**
- Public Outreach at Block Party Events
 - The commission also chose to gather feedback from the community at a city booth at the City's Block Party Events. The Transportation Commissioners would have a convenient location from which they could interact with the attendees, hand out information, and gather feedback. The commission was able to attend a Block Party during FY 17/18.
 - **GOAL STATUS: COMPLETE**
- Participate in Tracy Police Department's Safety Fair with Bicycle Safety Information

- In previous years, the Transportation Commission has participated in the Tracy Police Department's Safety Fair by having a booth focused on bicycle safety, information on Bike to Work Month, and information about the TAC. The Police Department decided to begin holding this event on a bi-annual basis and did not hold the Safety Fair in FY 17/18. The commission will look forward to participating again in FY18/19. The commission, with assistance from SJCOG's Dibs program, held a Bike to Work event on May 1st prior to the Council meeting to promote bicycle safety and information on Bike to Work Month. During that event over 30 people pledged to ride their bike to work at least one day during the month of May.
- **GOAL STATUS: COMPLETE**
- Explore Rail Road Days Festival Concept with Chamber of Commerce and ACE
 - A sub-committee was formed to look at the potential concept of holding a Rail Road Days Festival in Tracy. This goal was not accomplished this year.
 - **GOAL STATUS: INCOMPLETE**

Focus Area: TRANSIT

- Provide Comments to City Council on the *ACEforward* draft environmental impact report (DEIR)
 - In July of 2017, the City was asked to provide comments on the *ACEforward* draft environmental impact report (DEIR). As part of this process, the commission received a presentation from ACE on the report and provided a memo to Council to be considered as part of the City's overall comments on the DEIR.
 - **GOAL STATUS: COMPLETE**
- Provide Input on Updated Short Range Transit Plan
 - In March of 2018, the City awarded a contract to IBI Group to complete an update of the City's Short Range Transit Plan. Work is currently underway and scheduled to be completed in late 2018. Through this process, a sub-committee was created to review and provide input on the working papers that have been created by the consultant. Their input was received and will continue through the FY18/19 goal cycle.
 - **GOAL STATUS: IN PROCESS**

Focus Area: AIRPORT

- Provide Assistance with Display Days Events at the Tracy Municipal Airport
 - Staff is currently working on the staffing structure for airport operations. Once a person is hired to fill the vacancy at the airport, staff and the TAC will work on the feasibility of holding additional Display Days events.
 - **GOAL STATUS: ON HOLD**

Focus Area: BIKEWAYS

- Conduct a Bikeways Survey
 - At the request of the commission, staff conducted a survey to gather community input on bicycling in Tracy. A total of 296 people completed the survey. The commission formed a sub-committee to evaluate the results and provide recommendations.

- **GOAL STATUS: COMPLETE**
- Provide Input on Updated Bikeways Master Plan
 - City staff is currently working on including the Bikeways Master Plan update as part of the larger Roadways Master Plan update. Once a consultant is selected for this process, the commission will begin providing input as part of this goal.
 - **GOAL STATUS: IN PROCESS**
- Seek Bikeways Grants
 - In October of 2017, SJCOG issued a call for projects for their Measure K Bicycle, Pedestrian & Safe Routes to School and Smart Growth Incentive Program. As part of the City's effort on this, the commission provided a list of projects to be considered as part of the application process. A total of 4 applications were submitted to SJCOG for consideration. The City received funding for one of those applications for a sidewalk connection on eastside of Tracy Boulevard between Valpico and Whispering Wind.
 - **GOAL STATUS: COMPLETE**

The TAC has already created and begun working on goals for FY 18/19. Their goals as a commission for FY 18/19 are as follows:

Focus Area: OUTREACH

- Public Outreach at the Farmer's Market
- Public Outreach at Block Party Events
- Public Outreach at Movies on the Plaza
- Participate in PD Safety Fair with Bicycle Safety Information
- Develop promotional materials to be used at public outreach events
- Create domain names for easier access to online information

Focus Area: TRANSIT

- Provide Input on Updated Short Range Transit Plan
- Improve promotion of public transportation within and connecting to Tracy

Focus Area: BIKEWAYS

- Identify high priority bike lane rehab areas
- Provide Input on Updated Bikeways Master Plan
- Recommend high priority bike/pedestrian projects to City Council through the CIP process

Focus Area: COMMISSION EDUCATION

- Receive presentations on areas related to the purpose of the commission

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact for this item.

RECOMMENDATION

That the City Council receive the annual report of the Transportation Advisory Commission.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: Brian MacDonald, Parks and Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

AGENDA ITEM 1.C

REQUEST

APPROVE A NEW CAPITAL IMPROVEMENT PROJECT (CIP) FOR A NATURE PARK, DEFUND AND CLOSE THE SOUTH COUNTY PARK NORTH TRACY CIP 78176, AND RE-ALLOCATE \$100,000 IN FUNDING TO THE NEW NATURE PARK CIP 78180

EXECUTIVE SUMMARY

Staff was directed by Council on August 21st, 2018 to create a new CIP to begin planning and conducting feasibility studies for a future nature park and approve re-allocating \$100,000 from CIP 78176 for this project.

DISCUSSION

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. As this concept grew, staff and Council have explored different ways to locate, develop and construct this type of park

In FY 17-18, Council adopted the South County Park CIP 78176 and allocated \$100,000 for initial planning of a joint project with San Joaquin County. Talks with the County of San Joaquin on constructing a park have ceased and staff recommended closing and unfunding this CIP. On August 21st, 2018 Council directed staff to create a new nature park CIP and re-allocate funds from CIP 78176 to the new nature park CIP.

Staff plans to incorporate the need for a passive recreation area (nature park) into the new Parks Master Plan update. The re-allocated funds will be used for conceptual design, including public outreach, of a nature park to help inform Council on features/amenities in the park, probable costs and site feasibility.

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 will be no new fiscal impact to the General Fund. Staff will unfund the \$100,000 in the South County Park CIP 78176 and reallocate those funds to the new Nature Park CIP 78180.

RECOMMENDATION

That City Council, by resolution, approve a new capital improvement project (CIP) for a nature park, defund and close the South County Park North Tracy CIP 78176, and re-allocate \$100,000 in funding to the new nature park CIP 78180.

Prepared by: Richard Joaquin, Park Planning & Development Manager

Reviewed by: Brian MacDonald, Parks and Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

RESOLUTION 2018-_____

APPROVING A NEW CAPITAL IMPROVEMENT PROJECT (CIP) FOR A NATURE PARK, DEFUNDING AND CLOSING THE SOUTH COUNTY PARK NORTH TRACY CIP 78176, AND RE-ALLOCATING \$100,000 TO THE NEW NATURE PARK CIP 78180

WHEREAS, Staff was directed by the City Council on August 21st, 2018 to create a new nature park CIP and re-allocate funds from CIP 78176 to the new nature park CIP 78180, and

WHEREAS, The capital improvement project for a nature park consists of conceptual design, including public outreach, of a nature park to help inform Council of features and amenities in the park, probable costs and site feasibility;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby resolves as follows:

1. The City Council approves a new capital improvement project (CIP) for a nature park 78180 and,
2. Authorize the Budget Officer to defund and close the South County Park North Tracy CIP 78176, and allocate \$100,000 to the new nature park CIP 78180.

* * * * *

The foregoing Resolution 2018-_____ was adopted by the Tracy City Council on the 16th day of October, 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

APPROVE A GENERAL SERVICES AGREEMENT WITH ENVIRONMENTAL LOGISTICS INC., OF CALIFORNIA FOR ON-CALL SERVICES FOR REMOVAL OF FATS, OIL AND GREASE AT VARIOUS LOCATIONS FOR A NOT TO EXCEED AMOUNT OF \$200,000 PER YEAR FOR A PERIOD OF THREE YEARS, AND AUTHORIZE AN APPROPRIATION FROM FUND 521

EXECUTIVE SUMMARY

This agenda item requests approval of a General Services Agreement (GSA) with Environmental Logistics Inc., to provide services on an as-needed basis for waste removal of Fats, Oil, and Grease (FOG) at various facilities associated with the wastewater treatment plant, pump stations and sewer lift stations. This GSA will allow immediate response to emergency conditions and allow for regular on-going cleanup and disposal of FOG discharged with wastewater effluent to clear wastewater backups and reduce impacts to the treatment and pumping facilities. This GSA will be for a not-to-exceed amount of \$200,000 per year for a period of three years.

DISCUSSION

The City receives FOG mixed with wastewater effluent for treatment at the Wastewater Treatment Plant (WWTP). Traditionally, the City experienced smaller amounts of FOG in the effluent without major operational impacts at the WWTP. However, for the last three years, the City has been facing voluminous increases of FOG in the incoming effluent. This has resulted in negative impacts on the treatment process and excessive backups in the wastewater lines and pump stations with a potential of overflowing, raising health and safety concerns. The WWTP does not have a separate FOG processing system for handling such amounts of FOG and therefore requires manual removal of these deposits from various locations within the treatment process including pump stations and lift stations. Due to the specialized nature of the equipment and lack of staff, services of a qualified waste removal contractor are needed to perform this work. The removal of FOG will be an ongoing service on an as need basis. Additionally, the services will be used for emergencies on an as-needed basis.

In June 2018, the City issued a Request for Proposals (RFP) to obtain on-call waste removal services. The RFP was also posted on the City's website. Due to the specialized nature of this work, only one proposal was received from Environmental Logistics. Staff evaluated the proposal from Environmental Logistics and found them to be well qualified to complete this work. Pursuant to the GSA procedures, staff would identify the services needed and request for services on-call basis. The contractor will be performing work on a time and material basis as specified in the GSA.

STRATEGIC PLAN

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

FISCAL IMPACT

An appropriation of \$200,000 for each year for three fiscal years; 2018-19, 2019-20, and 2020-21 is required to perform this work and will be made from Fund 521 under operational cost for wastewater.

RECOMMENDATION

That City Council, by resolution, approve a General Services Agreement with Environmental Logistics Inc., of California for on-call services for removal of Fats, Oil and Grease at various locations for a not-to-exceed amount of \$200,000 per year for a period of three years starting from FY 2018-19, and authorize an appropriation of this amount for each fiscal year from Fund 521 to the wastewater operations cost.

Prepared by: Ripon Bhatia, Senior Civil Engineer

Reviewed by: Kul Sharma, Utilities Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

A. General Services Agreement with Environmental Logistics

City of Tracy
GENERAL SERVICES AGREEMENT
On-Call Waste Removal Services

This General Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Environmental Logistics Inc., (Contractor).

Recitals

- A. On May 10, 2018, the City issued a request for Proposals for on-call waste removal services for Utilities Department. On June 27, 2018, Contractor submitted its proposal to perform the services described by this Agreement. City received only one proposal for this work. Staff evaluated the proposals and found contractor to be qualified to complete work for on call services.
- B. 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.
- C. On October 16, 2018, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2018-_____.

Now therefore, the parties 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: Marcial Barragan. 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. 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. Contractor shall begin performance, and shall complete all required services within the time frame specified in the City's issuance of a Notice to Proceed, unless otherwise agreed to by the City in writing (e.g. emergency work).
- 3. Compensation.**
 - 3.1 General.** For services performed 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 \$200,000. 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 City's prior written approval.
 - 3.2 Invoices.** Contractor shall submit monthly invoices to the City describing the services performed, including times, dates, and names of persons performing the service.

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

4. 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 in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

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

5. Insurance.

5.1 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.

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

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

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

5.5 General 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.

5.6 Endorsements. Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

5.6.2 For any claims related to this Agreement, 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.

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

5.8 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.

5.9 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.

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

5.11 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.

6. 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 or agents) 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, City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.

7. Termination. The City may terminate this Agreement by giving ten 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.

8. 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 City's prior written consent.

9. Miscellaneous.

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

TO CITY:

Kuldeep Sharma
Utilities Department Director
3900 Holly Drive
Tracy, CA 95304

TO CONTRACTOR:

Marcial Barragan
General Manager
3200 Depot Road
Hayward, CA 94545

COPIES OF ALL NOTICES ARE TO BE
SENT TO:

Thomas T. Watson
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications are 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 above address.

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

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

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

9.5 Assignment and Delegation. 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.

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

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

9.8 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. City may void this Agreement if Contractor is a suspended corporation, limited liability company or limited partnership at the time it enters into this Agreement .

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

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

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

10. General Prevailing Wage Rate. The work contemplated by this contract is a public work subject to prevailing wages under California Labor Code Sections 1720 et. seq. Under Labor Code Section 1781, Contractor is obligated to cause the work to be performed as a public work.

Contractor is notified that under Section 1770 et. seq. of the California Labor Code, the City Council has ascertained the general prevailing rate of per diem wages and the rates for legal and overtime work for the locality in which the work is to be performed, for each craft or type of workman or mechanic needed to execute the Agreement which will be awarded to the successful bidder.

13. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into 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 and their respective successors and assigns.

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

City of Tracy

By: Robert Rickman
Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Thomas T. Watson, City Attorney

Contractor

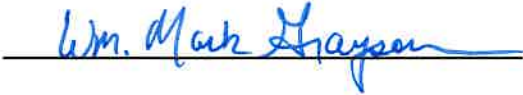


By: Marcial Barragan

Title: General Manager

Date: October 10, 20218

Federal Employer Tax ID No. 20-4546206



By: Mark Grayson

Title: Sr. Account Manager

Date: October 10, 2018

Exhibits:

- A Scope of Services (including personnel, time for performance)
- B Hourly Rates

EXHIBIT A – SCOPE OF WORK

On Call Waste Removal Services Utilities Department

The Scope of Work:

City of Tracy requires the services for non-hazardous waste removal that generally include grease (oil and fats) from various plant structures at Wastewater Treatment Plant and associated sanitation facilities located within the City. Services will include removal and disposal of the waste.

The removal of process dirt, waste, wastewater, residual bulk materials from wastewater treatment plant process generally include, but are not limited to sumps, floor drain lines, utility vaults, trenches and basins, as well as cleaning of grease interceptors/separators.

These services shall include, but are not limited to removal, transportation, and off-site disposal/recycling of non-hazardous waste outside the City. The services shall be performed in accordance with the applicable Federal, State, county and city ordinances, and governmental orders, permits, licenses, approvals, authorizations, and regulations, including, but not limited the Occupational Safety and Health Act (OSHA) and applicable Department of Transportation (DOT) regulations.

Contractor shall be solely responsible for obtaining/providing all materials, equipment, supplies, labor and other services as may be necessary to provide all services necessary for the removal, transportation, and final disposal of the wastes. These services shall include all necessary personnel, labor, transportation, equipment, and submission of documents as required.

For certain loads of above waste, the successful Proposer will provide for sampling, testing and/or analysis required for characterization of the waste to determine transportation, recycling, and/or disposal requirements for such wastes in approved disposal areas within or outside the State of California.

All work shall be performed in compliance with California Prevailing wage requirements.

Accessing Structures:

- (i) Specific attention is directed also to OSHA safety rules, regulations and precautions to be taken by the Contractor before entering sanitary sewer manholes, and other sanitation structures with respect to physical and chemical hazards that may be present.
- (ii) Any condition deemed to be an unsafe condition shall be immediately corrected by the Contractor. The failure of the City or its representatives to bring a potentially dangerous situation to the Contractor's attention shall not relieve the Contractor from his responsibility for providing a safe work area.
- (iii) Prior to accessing a structure/ manhole within a City facility, the Contractor shall follow confined space guidelines; i.e. Should a confined space entry be required to access/retrieve equipment or for any other reason, the Contractor shall coordinate with maintenance superintendent for access and follow OSHA Permit Required Confined Space Entry Requirements.

Safety:

- (i) The successful Proposer must perform all operations in a prudent, conscientious, safe, and professional manner.
- (ii) At a minimum, the successful Proposer's personnel and equipment shall comply with applicable Federal, State and local laws and regulations, safety regulations and procedures, and the successful Proposer will ensure that its agents, employees, and subcontractors perform in a safe manner.
- (iii) The successful Proposer shall ensure that all personnel involved in handling and packaging the regulated waste are trained for the safe performance of the task, including but not limited to topics such as chemical incompatibility, general first aid procedures, and spill prevention and clean up.
- (iv) Safety equipment for handling regulated waste and Personnel Protective Equipment ("PPE") shall be provided by the Contractor/proposer

Protection of Public Safety:

- (i) If the Contractor encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage and/or eminent sewer spill) the City's representative shall be notified immediately while the work area is secured.
- (ii) Contractor shall perform work in the safest possible manner. The City may make unannounced inspections to ensure compliance with safety requirements. If the Contractor is deemed to be working in an unsafe manner by the City, the Contracted work operation may be suspended until such time that the conditions have become safe.

Terms:

- (i) Costs will be inspected/audited/squared-up after each project is completed to keep Contractor and City in agreement with the annual total.

Time of Completion

- (i) Depending upon the need of the Operations and Maintenance Divisions of Utility Department, the arrangement(s) can be planned for preventive and scheduled maintenance work. However, when emergency and/or immediate response will be needed to address the conditions, a prompt response will be required.
- (ii) The contractor shall notify the Utilities Superintendent or designee responsible for proposed schedule(s) and estimated times for the completion of the task(s).

Cleanup:

- (i) The contractor shall remove all debris and perform cleanup around the work area after the work is complete.
- (ii) Contractor shall arrange to have portable restroom for any continuous work performed (generally planned continuously for more than one day). Use of City's restroom facilities may not be permitted for certain activities due to sanitation reasons.

Project Manager:

- (i) The successful Proposer shall appoint a dedicated Project Manager to provide technical support when needed and manage the scope of services provided to City of Tracy, including scheduling of waste removal and pickups.

Subcontractors:

- (i) Contractor shall indicate if any subcontractors will be used for any services that are not performed directly by the contractor.
- (ii) Contractor shall not substitute subcontractor without the prior written approval of the City.

Permits:

- (i) Without additional expense to City, the successful Proposer shall be responsible for obtaining all necessary licenses and permits, and must comply with any applicable Federal, State, local laws, codes, and regulations in connection with the execution of the scope of services herein.
- (ii) The successful Proposer must ensure that City of Tracy's regulated wastes are sent to licensed, permitted, and approved disposal sites in good regulatory standing.
- (iii) The successful Proposer and/or any proposed subcontractor(s) must possess and maintain valid permits/licenses/certificates to transport, store, and dispose of the regulated wastes, with a copy presented to City of Tracy for file. City of Tracy reserves the right to terminate any successful Proposer who cannot produce a valid permit/license or certificate to transport, store, and dispose of the waste.

EXHIBIT B – Hourly Rates

Item	Description	Unit	Unit Price, Non Hazardous waste	Unit Price, Hazardous Waste
1	Waste Profile Analysis	\$/Sample	450	
2	Vacuum Tanker with Operator (Straight time)	per Hour	145	145
3	Vacuum Tanker with Operator (Overtime)	per Hour	185	185
4	Vacuum Tanker with Operator (Double time Sunday & Holidays)	per Hour	225	225
5	Confined Space Entry Equipment	Per Day	1500	1500
6	Confined Spaced Trained Personnel	per Hour	95	95
7	Disposal Non Hazardous Waste Liquid – Stabilization	Per Ton	175	
8	Disposal Non-RCRA hazardous Waste Liquid	per Hour		0.95
9	Labor person	Per Hour	65	65
10	Portable restroom facility (installation, removal & disposal)	Per Day	125	125
11	Disposal to offsite facility for Waste Discharge per 500 gallon load	per Load	450	450
12	CCTV Video Inspection	per location	1500	1500

EXHIBIT B – EMERGENCY RATES

Labor				
Qty.	Units	Item	Rate	Cost
	Hours	Emergency Response Coordinator	\$110.00	\$0.00
	Hours	Project Manager	\$95.00	\$0.00
	Hours	Equipment Operator	\$75.00	\$0.00
	Hours	Lead Technician	\$75.00	\$0.00
	Hours	Field Technician	\$65.00	\$0.00
	Hours	Field Administration Clerk	\$85.00	\$0.00
	Hours	Health & Safety Officer	\$110.00	\$0.00
	Hours	Certified Industrial Hygienist	\$190.00	\$0.00
	Hours	Chemist	\$125.00	\$0.00
	Hours	Geologist	\$125.00	\$0.00
	Hours	Lodging Per Person	\$155.00	\$0.00
	Hours	Per Diem Per Person	\$40.00	\$0.00
	Hours	Technical Support	\$65.00	\$0.00
Labor Subtotal				\$0.00
Four Hour Minimum applies to all personnel and vehicles				
Normal rates apply between 8:00 AM and 4:30 PM Monday through Friday				
1.5 Times the normal labor rate applies between 4:30 PM and 8:00 AM Monday through Friday and all day Saturday				
2.0 Times the normal labor rate applies on Sunday, Holidays, and Holiday weekends and after 4 Hours of overtime.				
Per Diem Rates for normal subsistence only. Any unusual rates such as airfare, peak hotel rates will be billed at an additional cost plus 10%				
Instrumentation				
Qty.	Units	Item	Rate	Cost
	Hours	Combustible Gas Indicator – LEL	\$175.00	\$0.00
	Hours	Organic Vapor Analyzer,PID,HNU.	\$275.00	\$0.00
	Daily	Mercury Vapor Analyzer Per Day	\$1,500.00	\$0.00
	Daily	Drager Pump	\$65.00	\$0.00
	Each	Drager Tubes	\$40.00	\$0.00
	Daily	Radiation Detector	\$150.00	\$0.00
	Daily	Haz Cat Kit	\$450.00	\$0.00
Instrument Subtotal				\$0.00

Equipment				
Qty.	Units	Item	Rate	Cost
	Hours	40-Foot Tractor and Trailer	\$105.00	\$0.00
	Hours	40-Foot Flatbed Trailer and Tractor	\$105.00	\$0.00
	Hours	24-Foot Bobtail Truck with Lift Gate	\$105.00	\$0.00
	Hours	Vacuum Truck (50 Barrel)	\$105.00	\$0.00
	Hours	Vacuum Truck (70 Barrel)	\$105.00	\$0.00
	Hours	Vacuum Truck (120-130 Barrel - Black Iron)	\$105.00	\$0.00
	Hours	Vacuum Truck (120-130 Barrel - Stainless Steel)	\$125.00	\$0.00
	Hours	Pressure Washer/Steam Cleaner	\$56.00	\$0.00
	Hours	Service Truck	\$45.00	\$0.00
	Hours	ER Manager Gear Truck	\$85.00	\$0.00
	Hours	Emergency Response Unit	\$250.00	\$0.00
	Hours	Front Loader	\$185.00	\$0.00
	Hours	Skid Steer	\$160.00	\$0.00
	Hours	Vactor Support Vehicle	\$56.00	\$0.00
	Hours	Super Sucker / Guzzler	\$250.00	\$0.00
	Hours	Hydro Excavating / Jetter Combo Unit	\$275.00	\$0.00
	Hours	Excavator with grapple or thumb attachment	\$210.00	\$0.00
	Hours	Water Truck	\$110.00	\$0.00
	Hours	Roll off/End Dump Truck 80,000 lbs. GVW	\$85.00	\$0.00
	Daily	Compressor	\$250.00	\$0.00
	Daily	5k Watt Generator	\$175.00	\$0.00
	Daily	Portable Light Standards	\$175.00	\$0.00
	Daily	Diaphragm Pump	\$175.00	\$0.00
	Daily	Rivet Buster	\$200.00	\$0.00
	Daily	Flood Light	\$45.00	\$0.00
	Daily	Gas Powered Cutoff Saw	\$35.00	\$0.00
	Daily	Sawzall (Day)	\$35.00	\$0.00
	Daily	Drum Rotator / Grabber	\$205.00	\$0.00
	Daily	Tripod Extraction Device	\$250.00	\$0.00
	Daily	Air Injection Unit W/ Hoses	\$250.00	\$0.00
	Daily	Drum Sling	\$15.00	\$0.00
	Daily	Pallet Jack	\$25.00	\$0.00
	Daily	Confined Space Rescue Equipment	\$200.00	\$0.00
	Daily	Mercury Hepa Vacuum	\$150.00	\$0.00
	Daily	Skill Saw	\$25.00	\$0.00

	Daily	Lock Out Tag Out	\$50.00	\$0.00
	Daily	30" Flat Surface Concrete Cleaner	\$250.00	\$0.00
	Daily	Portable Spill Containment**	\$1,200.00	\$0.00
	Daily	Roll Off Box	\$14.00	\$0.00
	Daily	Banding Machine	\$45.00	\$0.00
	Daily	Chemical Transfer Trailer (Day)	\$1,500.00	\$0.00
	Daily	Drum Vaccum	\$150.00	\$0.00
	Daily	Breathing Air Trailer (Day)	\$5,000.00	\$0.00
Equipment Subtotal				\$0.00
Sampling Equipment				
Qty.	Units	Item	Rate	Cost
	Day	Processing, Packaging, Shipping	\$140.00	\$0.00
	Each	Profile Fees	\$85.00	\$0.00
	Each	Emergency Profile Fees	\$185.00	\$0.00
	Each	Initial Waste Streams	\$85.00	\$0.00
	Each	PH Test Strips, pH 0-14 (Box)	\$23.50	\$0.00
	Each	Chain Of Custody	\$4.00	\$0.00
	Project	Speed Wrench	\$20.00	\$0.00
	Project	Bung Wrench	\$20.00	\$0.00
	Project	Drum Dolly	\$25.00	\$0.00
	Each	Sample Jars	\$8.50	\$0.00
Sampling Equipment Subtotal				\$0.00
Safety Equipment				
Qty.	Units	Item	Rate	Cost
	Each	Level (A) Personal Protective**	\$1,000.00	\$0.00
	Each	Level (B) Personal Protective	\$175.00	\$0.00
	Each	Level (C) Personal Protective	\$50.00	\$0.00
	Each	Level (D) Personal Protective	\$35.00	\$0.00
	Each	Breathing Air (224 Cubic Ft Cylinder)	\$75.00	\$0.00
	Each	SCBA/Standby	\$45.00	\$0.00
	Each	Tyvek	\$25.00	\$0.00
	Each	Poly Coated Tyvek (Yellow) or Saranex	\$45.00	\$0.00
	Day	Acid suit (replacement cost \$1,500)	\$175.00	\$0.00
	Each	Disposable Dust Mask	\$6.50	\$0.00

	Pair	Ear Plugs	\$4.00	\$0.00
	Pair	Safety Glasses	\$10.00	\$0.00
	Pack	Latex Gloves	\$35.00	\$0.00
	Pair	OVAg Resp. Cartridges	\$25.00	\$0.00
	Pair	Blk Pvc Gloves (Each)	\$9.50	\$0.00
	Pair	Leather Gloves (Each)	\$9.50	\$0.00
	Each	Portable Eyewash Station	\$105.00	\$0.00
	Each	Drinking Water (5 Gallon)	\$20.00	\$0.00
	Each	Drinking Water Bottle (16 Oz)	\$2.00	\$0.00
	100'	Life Line (100')	\$25.00	\$0.00
	Day	Safety Harness	\$45.00	\$0.00
	Each	Decontamination Pool	\$45.00	\$0.00
	Each	Confined Space Entry Permit	\$200.00	\$0.00
Safety Equipment Subtotal				\$0.00
Materials and Supplies				
Qty.	Units	Item	Rate	Cost
	Bag	Vermiculite	\$30.00	\$0.00
	Bag	Clay Absorbent	\$15.00	\$0.00
	Bag	Caustic Soda	\$50.00	\$0.00
	Bag	Boric Acid	\$75.00	\$0.00
	Bag	Suck It Up Absorbent	\$23.00	\$0.00
	Bundle	Absorbent Pads	\$150.00	\$0.00
	Each	Absorbent Booms (8 Inch X 10 Ft)	\$150.00	\$0.00
	Each	55-Gallon D.O.T. Steel Drums (Open)	\$55.00	\$0.00
	Each	55-Gallon D.O.T. Steel Drums (Closed)	\$55.00	\$0.00
	Each	55-Gallon D.O.T. Poly Drums (Open Top)	\$80.00	\$0.00
	Each	55-Gallon D.O.T. Poly Drums (Closed)	\$80.00	\$0.00
	Each	55-Gallon PCB Drum, 17-C	\$175.00	\$0.00
	Each	30-Gallon D.O.T. Metal Pail	\$65.00	\$0.00
	Each	30-Gallon D.O.T. Plastic Pail	\$65.00	\$0.00
	Each	14-Gallon D.O.T. Metal Pail	\$45.00	\$0.00
	Each	14-Gallon D.O.T. Plastic Pail	\$45.00	\$0.00
	Each	5-Gallon Metal Pail	\$23.50	\$0.00
	Each	5-Gallon Plastic Pail	\$23.50	\$0.00
	Each	Cardboard Drum (Light Tube) 4' Or 8'	\$65.00	\$0.00

Materials and Supplies (Continued)				
Qty.	Units	Item	Rate	Cost
	Each	Recovery Drum, 85-Gallon Steel	\$180.00	\$0.00
	Each	Recovery Drum, 85-Gallon Poly Screw	\$225.00	\$0.00
	Each	Tri-Wall Hazardous Waste Containers	\$150.00	\$0.00
	Each	Pallets (Wood)	\$35.00	\$0.00
	Each	Biohazard Container, (1qt)	\$52.00	\$0.00
	Each	Drum Liners (55-Gallon)	\$6.50	\$0.00
	Each	Drum Liners (35-Gallon)	\$6.50	\$0.00
	Each	Drum Ring And Bolt, For 55-Gallon	\$25.00	\$0.00
	Each	Bags, 6-Mil Asbestos	\$5.50	\$0.00
	Each	Hazardous Waste Labels	\$3.00	\$0.00
	Each	Hazardous \ Caution Tape	\$47.00	\$0.00
	Each	Shrink Wrap (Roll)	\$45.00	\$0.00
	Each	Plastic Sheet (Visqueen) 100ft Roll	\$100.00	\$0.00
	Each	Hazardous & Non-Hazardous Manifest	\$4.00	\$0.00
	Each	Drum Funnel	\$78.00	\$0.00
	Each	Disposable Hand Pump	\$20.00	\$0.00
	Each	Barricades / Traffic Cones (Each/Day)	\$12.00	\$0.00
	Panel	Temporary Fence (6' x 12' Panel/Month)	\$200.00	\$0.00
	Each	Disposable Coliwasa	\$40.00	\$0.00
	Each	Bill Of Lading	\$4.00	\$0.00
	1 Gal	Industrial Degreaser 1gal Bol Sg	\$45.00	\$0.00
	1 Gal	Industrial Degreaser 1 Gal - Gc	\$125.00	\$0.00
	Day	Digital Camera	\$35.00	\$0.00
	Each	Cell Phone	\$50.00	\$0.00
	Each	End Dump Liner	\$55.00	\$0.00
	Each	Digital Report	\$250.00	\$0.00
	Each	Roll Off Box Liner	\$25.00	\$0.00
	Each	Gold Crew (Per Gallon)	\$35.00	\$0.00
	Each	Air Injection Unit W/Hoses (Day)	\$150.00	\$0.00
	Each	Hudson Sprayer	\$35.00	\$0.00
	Each	20' Extension Ladder (Day)	\$35.00	\$0.00
	Each	Squeegee 24"	\$38.00	\$0.00
	Each	Steel Shovel	\$38.00	\$0.00
	Each	Pick	\$38.00	\$0.00
	Each	Push Broom 24"	\$38.00	\$0.00

Materials and Supplies (Continued)				
Qty.	Units	Item	Rate	Cost
	Each	Plastic Vactor Hose (Per Foot)	\$2.25	\$0.00
	Each	Plywood (4x8) Heat Treated	\$30.00	\$0.00
	Each	Dunnage Wood (2x6x8)	\$12.00	\$0.00
	Each	Trailer Door Seal	\$2.00	\$0.00
	Each	Dunnage Air Bags	\$0.00	\$0.00
	Each	Rags (Bundle)	\$70.00	\$0.00
Supplies and Materials Subtotal				\$0.00
Disposal				
Qty.	Units	Item	Rate	Cost
	CY/Ton	Non-Haz Solid (Bulk) Per Cubic Yard or Ton (whichever is greater)	\$75.00	\$0.00
	Drum	Non-Haz Solid (55 Gallon Drum)	\$145.00	\$0.00
	Drum	Non-Haz Liquid (55 Gallon Drum)	\$145.00	\$0.00
	Gallon	Non-RCRA Liquid (Bulk) (300 Gallon Minimum)	\$0.95	\$0.00
	Gallon	Non-Haz Liquid (Bulk) (300 Gallon Minimum)	\$0.65	\$0.00
	Gallon	Solids Surcharge On Bulk Liquid (Gallon)	\$2.50	\$0.00
	CY/Ton	Non-RCRA Solid (Bulk) Per Cubic Yard or Ton (whichever is greater)	\$95.00	\$0.00
	Drum	Non-RCRA Solid (55 Gallon Drum)	\$195.00	\$0.00
	Drum	Non-RCRA Liquid (55 Gallon Drum)	\$195.00	\$0.00
	Wash	Tanker Washout	\$300.00	\$0.00
Disposal Subtotal				\$0.00
<p>Equipment and materials that we are unable to decontaminate at the completion of work, or broken, unsafe, or damaged will be billed at cost or per contract rate, whichever is greater</p>				

RESOLUTION 2018-_____

APPROVING A GENERAL SERVICES AGREEMENT WITH ENVIRONMENTAL LOGISTICS INC., OF CALIFORNIA FOR ON-CALL SERVICES FOR REMOVAL OF FATS, OIL AND GREASE AT VARIOUS LOCATIONS FOR A NOT TO EXCEED AMOUNT OF \$200,000 PER YEAR FOR A PERIOD OF THREE YEARS, AND AUTHORIZES AN APPROPRIATION FROM FUND 521

WHEREAS, The City receives Fats, Oil and Grease (FOG) mixed with wastewater effluent for treatment at the Wastewater Treatment Plant (WWTP), and

WHEREAS, For the last three years, the City has been facing voluminous increases of FOG in the incoming effluent, and

WHEREAS, The WWTP does not have a separate FOG processing system for handling such amounts of FOG and therefore requires manual removal of these deposits from various locations within the treatment process including pump stations and sewer lift stations, and

WHEREAS, Due to specialized nature of the equipment and lack of staff, services of a qualified waste removal contractor are needed to perform this work, and

WHEREAS, In June 2018, the City issued a Request for Proposals to obtain on-call waste removal services, and

WHEREAS, Due to the specialized nature of this work, only one proposal was received from Environmental Logistics, and

WHEREAS, Staff evaluated the proposal from Environmental Logistics and found them to be well qualified to complete this work, and

WHEREAS, An appropriation of \$200,000 for each year for three fiscal years; 2018-19, 2019-20, and 2020-21 is required to perform this work and will be made from Fund 521 under operational cost for wastewater;

NOW, THEREFORE, BE IT RESOLVED, That the Tracy City Council approves a General Services Agreement with Environmental Logistics Inc., of California for on-call services for removal of Fats, Oil and Grease at various locations for a not to exceed amount of \$200,000 per year for a period of three years starting from FY 2018-19, and authorizes an appropriation of this amount for each fiscal year from fund 521 to the wastewater operations cost.

The foregoing Resolution 2018-_____ was adopted by Tracy City Council on the 16th day of October, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

APPROVE A GENERAL SERVICES AGREEMENT WITH JIM BRISCO ENTERPRISES, INC. FOR THE PURPOSES OF LOADING, HAULING AND DISPOSING OF WASTEWATER TREATMENT BIOSOLIDS

EXECUTIVE SUMMARY

The City of Tracy generates municipal biosolids, a nutrient rich organic material, at the Wastewater Treatment Plant as a by-product of the wastewater treatment. The City engages the services of qualified haulers (vendors) to remove and dispose of this material out of San Joaquin County annually in accordance with all applicable Federal, State and local regulations. The work includes removing these biosolids from drying beds and stockpiles; loading, hauling, and disposing out of San Joaquin County as required. This agenda item requests authorization to enter into an agreement with the lowest monetary proposer from Jim Brisco Enterprises, Inc. to provide such services for a not to exceed amount of \$75,000.

DISCUSSION

The City engages the services of qualified haulers to remove, load, haul and dispose biosolids from the drying beds stockpiled at the Wastewater Treatment Plant located at 3900 Holly Drive. These biosolids are a by-product of wastewater treatment. The material is disposed of outside San Joaquin County in accordance with the local, state and federal requirements. Such services are acquired every year from qualified entities to complete this work in a cost effective manner. The scope of work also requires the qualified entity to provide certified mobile scales to weigh the trucks before leaving the plant site to determine the tonnage of biosolids hauled, or each truck may be weighed at a certified scale. The work shall be completed in accordance all applicable laws, rules, and regulations in performing this work.

All work shall be completed within sixty days of the Notice to Proceed unless an extension is authorized in writing from the City.

On August 27, 2018, a Request for Proposals was posted on the City website. A total of two proposals were received and opened at 2:00 p.m. on September 12, 2018, as follows:

<u>Vendor Name</u>	<u>Price/Ton</u>	<u>Total Price</u>
Jim Brisco Enterprises Inc.	\$34.95/ton	\$69,900
Naman Trucking	\$63.25/ton	\$126,500

Jim Brisco Enterprises, Inc. a California corporation, has submitted the lowest monetary proposal to provide services on a per ton basis. Jim Brisco Enterprises, Inc. has previously provided such services to the City in a satisfactory manner. A total of

\$75,000 is estimated to be used in the Utilities wastewater operating budget for this service in FY 2018-19.

STRATEGIC PLAN

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

FISCAL IMPACT

Funding for the disposal of the Wastewater Treatment Biosolids is available in the approved Utilities Wastewater operating budget from Fund F521 for fiscal year 2018-19.

RECOMMENDATION

That the City Council, by resolution, approve an agreement with Jim Brisco Enterprises, Inc. for the purposes of Loading, Hauling, and Disposing of Wastewater Treatment Biosolids for a not to exceed amount of \$75,000 on a per ton basis.

Prepared by: Dale Klever, Operations Superintendent Wastewater Treatment Plant

Reviewed by: Kuldeep Sharma, Utilities Director
Karin Schnaider, Finance Director Midori
Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A: General Services Agreement Jim Brisco Enterprises, Inc.

**CITY OF TRACY
GENERAL SERVICES AGREEMENT
Utilities Department**

Loading, Hauling and Disposing of Wastewater Treatment Plant Biosolids

This General Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Jim Brisco Enterprises, Inc., a California corporation (Contractor) for the purpose of Loading, Hauling and Disposing of Wastewater Treatment Plant Biosolids.

Recitals

- A. In accordance with the Tracy Municipal Code, on August 27, 2018, the City issued a Request for Bids which was posted on the City's website for biosolid disposal servicest.
- B. In response to the request, the Contractor submitted the bid, which is incorporated herein by reference, and was found by the City to be responsive.
- C. Two bids were received and after reviewing the bids submitted in response to the request for bid, the City found the Contractor to have the lowest responsive bid, and the City Council awarded this Agreement to the Contractor pursuant to Resolution No. 2018-____.
- D. The Project is more specifically described in the Agreement Documents, but generally includes the loading, hauling and disposing of Wastewater Treatment Plant Biosolids in accordance with Federal, State and local ordinances.

Now therefore, the parties 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: George Morrow. 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. **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. Contractor shall begin performance, and shall complete all required services within 60 calendars day from the date of the City's issuance of a Notice to Proceed, unless otherwise agreed to by the City in writing.
3. **Compensation.**
 - 3.1. **General.** For services performed under this Agreement, City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference. Contractor's fee for this Agreement is Not to Exceed \$34.95 per ton or \$75,000. Contractor 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 City's prior written approval.

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

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

4. **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 in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

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

5. **Insurance.**

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

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

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

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

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

5.6 Endorsements. Provider shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

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

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

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

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

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

6. 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 or agents) 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, City may terminate any contract (including this Agreement) involving Contractor’s conflicting interest.

7. Termination. The City may terminate this Agreement by giving ten 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.

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

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

To Contractor:
George Morrow
Jim Brisco Enterprises, Inc.
221 Airpark Road, Suite A
Atwater, CA 95301

COPIES OF ALL NOTICES ARE TO BE SENT TO:
Thomas T. Watson
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

Communications are deemed to have been given and received on the first to occur of:

(1) actual receipt at the address designated above, or (3) three working days following the deposit in the United States Mail of registered or certified mail, sent to the above address.

9. Miscellaneous

- 9.1. **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 Contractors performing in the same or similar time and locality, and under the same or similar circumstances.
- 9.2. **Modifications.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 9.3. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 9.4. **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.
- 9.5. **Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
- 9.6. **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.
- 9.7. **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 Agreement.
- 9.8. **Business License.** Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License.
- 9.9. **Entire Agreement; Severability.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements.

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

10 Labor Code Compliance.

- 10.1 **General.** These services to be performed under this Agreement are subject to the prevailing wage requirements applicable to the locality in which the services are to be performed for each craft, classification or type of worker needed to perform the services, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.
- 10.2 **Rates.** These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes

all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party

10.3 This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

11 **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into 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 and their respective successors and assigns.

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

City of Tracy

Contractor

George Morrow

By: Robert Rickman
Title: Mayor

By: George Morrow
Title: President

Date: _____

Date: 28 Sep 2018

Attest:

Federal Employer Tax ID No.:

91-2015259

Adrienne Richardson, City Clerk

Approved as to form:

By:

Thomas T. Watson, City Attorney

Title: Treasurer

Date: _____

Exhibits:

A. Scope of Services

CITY OF TRACY

EXHIBIT A

SPECIFICATIONS FOR THE PURPOSE OF LOADING, HAULING AND DISPOSING OF WASTEWATER TREATMENT PLANT BIOSOLIDS AT 3900 HOLLY DRIVE, TRACY, CA 95304

The Scope of Work:

The Scope of Work consists of loading, hauling and disposing of Wastewater Treatment Plant Biosolids out of San Joaquin County, in accordance with all applicable Federal, State and local regulations.

The Contractor shall provide certified mobile scales to weigh the truck before leaving the plant site to determine the tonnage of biosolids loaded for disposal. The Contractor may have each truck weighed at a certified scale to provide the proof.

Information To Report

The contractor is required to provide the following information to the City:

- A. Name and location of the site(s) for final disposal of the biosolids,
- B. Letter(s) of acceptance from the owner/manager of disposal site(s) that receive(s) the biosolids,
- C. WDR number(s) of the site(s) by Regional Water Quality Control Board, if applicable,
- D. Copies of weight tags by mobile scales or c from certified scales,
- E. Subsequent use(s) of the land,
- F. Solids application rate(s) in pounds/year (specify wet or dry)

*NOTE: Items A through D must be submitted to begin the process of payment(s).

Time of completion:

All work shall be completed by the Contractor within 60 days of the Notice to Proceed unless the Contractor receives an extension from the City of Tracy. The Contractor can request an extension of the time of completion due to inclement weather. The City may authorize an extension of time of completion at its discretion.

Billing Rate

The payment for the scope of services completed shall be based upon \$34.95/ton of biosolids loaded, hauled and disposed of in accordance with the prevailing Federal, State and local laws.

RESOLUTION 2018-_____

APPROVING A GENERAL SERVICES AGREEMENT WITH JIM BRISCO ENTERPRISES, INC. FOR THE PURPOSES OF LOADING, HAULING AND DISPOSING OF WASTEWATER TREATMENT BIOSOLIDS

WHEREAS, The City of Tracy generates municipal biosolids, a nutrient rich organic material, at the Wastewater Treatment Plant as a by-product of the wastewater treatment, and

WHEREAS, The City engages the services of qualified haulers (vendors) to remove and dispose of this material out of San Joaquin County annually, and

WHEREAS, The work includes removing these biosolids from drying beds and stockpiles; loading, hauling, and disposing out of San Joaquin County in accordance with all applicable Federal, State and local regulations, and

WHEREAS, All work shall be completed within sixty days of the Notice to Proceed unless an extension is authorized in writing from the City, and

WHEREAS, A Request for Proposals (RFP) was issued and posted on the City's website, and

WHEREAS, A total of two proposals were received on September 12, 2018, and

WHEREAS, Jim Brisco Enterprises, Inc. a California corporation, has submitted the lowest monetary proposal to provide services on a per ton basis, and

WHEREAS, A total of \$75,000 is available in the Utilities wastewater operating budget from Fund F521 for this service in FY 2018-19;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves an agreement with Jim Brisco Enterprises, Inc. for the purposes of Loading, Hauling, and Disposing of Wastewater Treatment Biosolids for a not to exceed amount of \$75,000 on a per ton basis.

* * * * *

The foregoing Resolution 2018-_____ was adopted by Tracy City Council on the 16th day of October, 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 ESTABLISHMENT OF A FOUR-WAY STOP AT THE INTERSECTION OF CLOVER ROAD AND BUTHMANN AVENUE

EXECUTIVE SUMMARY

Installation of a four-way stop sign and marking at the intersection of Clover Road and Buthmann Avenue is being recommended by the Traffic Committee to improve traffic circulation, as requested by residents and the Police Department.

DISCUSSION

Clover Road is a two-lane east west residential collector and Buthmann Avenue is a two-lane north south residential collector street. The intersection has a two-way stop on Buthmann Avenue, with Buthmann Avenue and Clover Road being through streets. The intersection has marked crosswalks. The intersection is very close to the major arterial Tracy Boulevard.

The Traffic Committee, comprised of representatives from the Police Department, Public Works Department and the Engineering Division, meets once every month to discuss and resolve traffic related issues in the City. Residents and the Police Department had requested the Traffic Committee to investigate the possibility of installing a four-way stop at this intersection. Pursuant to Tracy Municipal Code section 3.08.180, Council has the authority to designate which streets stop signs should be erected.

Intersection four-way stop control is determined by the requirements in the Manual of Uniform Traffic Control Devices (MUTCD) based on traffic volumes, speed and collision history.

The Engineering Division conducted a traffic count for this location and performed the all-way warrant analysis in accordance with the requirements of the MUTCD. The traffic counts at this intersection warrant the four-way stop based on this analysis. The stop sign will require all vehicles to stop at the intersection allowing pedestrians to cross safely and allow for safe movement of all vehicles based on approach right-of-way.

Installation of stop signs and striping has been coordinated with the Public Works Department and will be installed from the existing operating budget if this item is approved by City Council.

FISCAL IMPACT

The cost to install appropriate signage and striping is a budgeted item within the street operating budget of the Public Works Department.

RECOMMENDATION

That City Council, by resolution, authorize the establishment of a four-way stop sign and marking at the intersection of Clover Road and Buthmann Avenue.

Prepared by: Anju Pillai, PE, Associate Civil Engineer
Zabih Zaca, PE, Senior Civil Engineer

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

Approved by: Randall Bradley, City Manager

RESOLUTION 2018-_____

AUTHORIZING THE ESTABLISHMENT OF A FOUR-WAY STOP AT THE INTERSECTION OF CLOVER ROAD AND BUTHMANN AVENUE

WHEREAS, Clover Road is a two-lane east west residential collector and Buthmann Avenue is a two lane north south residential collector street, and

WHEREAS, This is a controlled intersection that has a two-way stop on Buthmann Avenue with Buthmann Avenue and Clover Road being through streets, and

WHEREAS, The Traffic Committee, comprised of representatives from the Police Department, Public Works Department and the Engineering Division, meet once every month to discuss and resolve traffic related issues in the City, and

WHEREAS, Residents and Police Department had requested Traffic Committee to investigate the possibility of installing four-way stop at this intersection, and

WHEREAS, The Intersection four-way stop control is determined by the requirements in the Manual of Uniform Traffic Control Devices (MUTCD) based on traffic volumes, speed and collision history, and

WHEREAS, The Engineering Division performed the all-way stop warrant analysis at this intersection in accordance with the requirement of the MUTCD, and

WHEREAS, The traffic counts at this intersection warrants for the four-way stop, and

WHEREAS, Installation of stop signs and striping has been coordinated with the Public Works Department and will be installed from the existing operating budget if this item is approved by City Council;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the establishment of a four-way stop sign and marking at the intersection of Clover Road and Buthmann Avenue pursuant to Section 3.08.180 of the Tracy Municipal Code.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the City Council on the 16th day of October, 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

APPROVE THE RESULTS OF 2017 SPEED SURVEY

EXECUTIVE SUMMARY

To assist the Police Department in enforcing posted traffic speed on streets using radar equipment, it is necessary to establish speed limits in accordance with the requirements of the California Vehicle Code (CVC). The CVC requires completion of engineering and traffic surveys to establish posted speeds on streets once every five years. Staff has completed engineering and traffic surveys to update speed limits on one arterial and nine collector streets (13 segments) in accordance with the CVC and California Manual of Uniform Traffic Control Devices (CA MUTCD).

DISCUSSION

The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets. To assist the Police Department in fully utilizing radar equipment, it is necessary to establish speed limits in accordance with the requirements of the CVC. Legally, to use radar equipment for speed enforcement, engineering and traffic surveys are needed to establish posted speeds once every five years.

Section 3.08.580, Article 12, of the Tracy Municipal Code (TMC) establishes speed zones on various streets in the City. The speed limit on streets is established on the basis of engineering and traffic surveys and the applicable traffic engineering standards. Speed limits in the vicinity of schools are posted in accordance with the requirements of the CVC and the CA MUTCD.

An engineering and traffic survey was completed on a total of 13 segments of arterial and collector streets by the Engineering Division. The streets under survey were Barcelona Drive, Central Avenue, Dove Street, East Lake Circle, Glenbrook Drive, Grant Line Road, Jackson Avenue, Jefferson Parkway, Presidio Place, and Summer Lane as listed in Attachment A.

The speed survey shows that existing speed limits on all streets segments surveyed will remain unchanged.

The recommendations are primarily based upon the 85th percentile speed of surveyed moving vehicles on those streets with consideration given to the existing road site conditions such as street alignment, classification, collision history, traffic calming devices in place, etc. These considerations allow further adjustment of the surveyed speed based upon the above conditions in accordance with the provisions of the CVC.

In the event the new speed survey recommendations indicate the difference between the existing established speed limits and the new survey recommendations by 5 mph (either up or down), the speed limits are recommended for adjustment to meet the current recommendations.

The Police Department has reviewed the surveys and concurs with the proposed speed limits.

A copy of all engineering and traffic surveys certified as correct by the City Engineer will be maintained in the Engineering Division files with a duplicate copy on file with the Police Department (Attachment B).

FISCAL IMPACT

This report is to update the City Council on the Speed Survey done in 2017. There is no fiscal impact associated with this item.

RECOMMENDATION

That City Council approve, by resolution, the 2017 Speed Survey with no changes to the posted speed limits.

Prepared by: Anju Pillai, PE, Associate Civil Engineer
Zabih Zaca, PE, Senior Civil Engineer

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Speed Survey List
Attachment B – Engineering & Traffic Speed Survey Report

ATTACHMENT A

SR. NO.	SEGMENT	FROM	TO	PREVIOUSLY ESTABLISHED SPEED LIMIT	85TH PERCENTILE SPEED	PROPOSED SPEED
1	BARCELONA DRIVE	CYPRESS DRIVE	TENNIS LANE	25	30	25
2	BARCELONA DRIVE	TENNIS LANE	SCHULTE ROAD	25	30	25
3	CENTRAL AVENUE	MT DIABLO AVE	FOURTH STREET	25	30	25
4	CENTRAL AVENUE	SCHULTE ROAD	MT DIABLO AVENUE	30	33	30
5	DOVE STREET	SYCAMORE PARKWAY	STARFLOWER DRIVE	25	31	25
6	EAST LAKE CIRCLE	CRATER PLACE	LAKE VIEW (EAST SIDE)	25	31.8	25
7	EAST LAKE CIRCLE	CRATER PLACE	LAKE VIEW(WEST SIDE)	25	31	25
8	GLENBROOK DRIVE	BROOKVIEW DRIVE	MACARTHUR DRIVE	25	30	25
9	GRANT LINE ROAD	TRACY BLVD	MACARTHUR DRIVE	40	44	40
10	JACKSON AVENUE	CROSSROADS DRIVE	JEFFERSON PARKWAY	25	31	25
11	JEFFERSON PARKWAY	ELEVENTH STREET	JACKSON AVENUE	30	30	30
12	PRESIDIO PLACE	JACKSON AVENUE	COMPTON PLACE	25	31	25
13	SUMMER LANE	ELEVENTH STREET	BRITTANY PLACE	25	31	25

City of Tracy

Engineering & Traffic Survey Report September 2017



**Engineering Division
Development Services Department**

Index

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September
2017

Engineering & Traffic Survey Report

I. INTRODUCTION

This report presents the results of Traffic and Engineering Surveys conducted in the year 2017 by and for the City of Tracy. The surveys were conducted to establish safe and reasonable speed limits. The findings of this report will enable the City to justify radar enforcement of speed limits in these roadways, as indicated in Section 40802 of the California Vehicle Code. Segments of the following City streets were investigated:

- Barcelona Drive – Cypress Drive to Tennis Lane
- Barcelona Drive – Tennis Lane to Schulte Road
- Central Avenue – Mt Diablo Avenue to Fourth Street
- Central Avenue - Schulte Road to Mt Diablo Avenue
- Dove Street – Sycamore Parkway to Starflower Drive
- East Lake Circle – Crater Place to Lake View (East Side)
- East Lake Circle – Crater Place to Lake View (West Side)
- Glenbrook Drive – Brookview Drive to MacArthur Drive
- Grant Line Road – Tracy Blvd to MacArthur Drive
- Jackson Avenue – Crossroads Drive to Jefferson Parkway
- Jefferson Parkway – Eleventh Street to Jackson Avenue
- Presidio Place – Jackson Avenue to Compton Place
- Summer Lane – Eleventh Street to Brittany Place

II. STUDY PROCEDURES

Section 22352, from the California Vehicle Code requires a 25 mph prima facie speed limit on streets in residential or business district, 15 mph at railroad grade crossings, highway intersections with sight restrictions and in any alley. However, upon the basis of an Engineering and Traffic survey, a local authority may declare speed limits of 30, 35, 40, 45, 50, 55, 60, or a maximum of 65 mph in order to facilitate the orderly movement of traffic. Section 22356 currently sets the maximum speed limit at 65 mph. Also, except as provided in Section 22356, Section 22349 (b) Notwithstanding any other provisions of law, no person may drive a vehicle upon a two lane, undivided highway at a speed greater than 55 miles per hour unless that highway, or portion thereof, has been posted for higher speed by local agency on the bases of an engineering and traffic survey. Prima facie speed limits can be posted without the need for engineering and traffic surveys. The required elements in such Engineering and Traffic Survey are outlined in Section 627 of the Code. This report adopts the aforementioned guidelines in formulating the recommendations in this report.

The principle elements in this study of the selected streets are highlighted below:

Radar Check

Each street was divided into segments to account for its differing roadway characteristics. Variations in roadway segments include street width, and other significant geometric factors and constraints. One speed check was made in each section from an inconspicuously parked, unmarked vehicle. Every effort was made to insure that the presence of the vehicle does not affect the driving behavior of other motorists. A minimum of 100 samples were taken for each section of major Roadway. All field data was coded onto forms for subsequent computer analysis.

Data Analysis

For each survey section, computer analysis and calculations were performed on the field data to obtain several key parameters. The computer analysis printouts are included in the appendix of this report. A list of these parameters and a brief discussion of each follow:

50th Percentile Speed. The 50th percentile speed is the speed above and below which 50 percent of the sample speeds lie. This is also known as the median or middle speed.

85th Percentile Speed. The 85th percentile speed, or the critical speed, is the speed at or below which 85 percent of the observed vehicles are

traveling. Traffic engineers generally consider that at least 85 percent of all motorists will drive at speeds that are reasonable and prudent for the prevailing conditions, without the benefit of posted speed limits, signs, or enforcement. Therefore, the 85th percentile speed is a good preliminary indicator of the appropriate speed limit that can be imposed, after taking into consideration all other secondary factors such as historical collision occurrence, traffic volumes, road features, and other special constraints.

Pace Speed. The pace speed is the ten-mile-per-hour increment that contains the greatest number of observed vehicles. In general, the 85th percentile speed and the recommended speed limit should lie within the upper range of the pace. This parameter is also a good indicator of a reasonable and appropriate speed limit.

Range of Speeds. The range of speeds is simply the speeds of the fastest and slowest vehicles observed. A large range of speeds, say in excess of 30 mph, indicates unfavorable road conditions that lead to inconsistent traffic stream and great likelihood of traffic collisions.

Average speed. The average speed is a simple arithmetic mean of all speeds observed in a single sample.

Collision Review

At this point, a good initial estimate of the appropriate speed limit for each of the street sections has been determined. However, as a first check, it is necessary to validate these estimates by carefully reviewing the historical collision occurrences within the last two years. The location and severity of collision occurrences, of well as their frequency are considered before a final speed limit is recommended for each road section. The intersection related collisions were not included for speed zone study.

Field Check

After performing the radar checks, data analyses, and collision review, a final field check was made. In performing a field check, the driver needs to be fully aware of the aforementioned parameters and particularly cognizant of the 85th percentile speeds and the pace speed. The driver evaluates the appropriateness of these values and notes the significance of other factors such as roadside development, driveways, parked vehicles, emergency shoulder areas, schools and playgrounds, pedestrians, roadway alignment, control, and numerous other intangible factors. These elements are given serious consideration in the determination of a reasonable and safe speed limit.

Reasonable limits are speeds at which motorists would drive without the affects of enforcement of signs. However, it is known that motorists tend to drive faster in residential districts away from their homes that the local residents would prefer.

People are more concerned about traffic speeds in their neighborhood than elsewhere. This is not a tendency to willfully break the law, but rather a reflection of human behavior. Consequently, unlike multi-lane arterial roadways, where the 85th percentile speed closely approximates the posted speed limit, the 85th percentile speed on local residential streets may be much higher than the legal limit. In fact, it is not uncommon that the majority of the motorists, ever as high as 80 to 90 percent of those observed, travels in excess of the 25 mph prima facie residential speed limit. This fact does not imply that the 25 mph limit is inappropriate; it simply implies that the majority of the motorists are driving imprudently.

Frequent changes of the speed limit over a stretch of roadway need to be avoided in establishing speed limits. Varying the limits over a relatively short length of roadway may also be inappropriate. Speed limits that change every few blocks may accurately reflect prevailing driving conditions on the street, but they do not give the motorist the opportunity to become aware of the lawful limit.

For the reasons mentioned above, the recommendations in this report are made to produce consistency in the speed limits, and are not intended to encourage unsafe speeds.

III. TRAFFIC AND ENGINEERING STUDIES

The following sections present the findings of the Engineering and Traffic surveys. Each of the roadway segments into which a street is divided is discussed separately, and recommendation on the speed limit is provided at the end of each sub-section. The 85th percentile speed and the recommended speed limits for the surveyed roadways are included.

IV. Engineering & Traffic Survey Recommendations

- Barcelona Drive

Cypress Drive to Tennis Lane

This segment of the Barcelona Drive is a two-lane major residential collector street. The segment is approximately 0.23 mile in length and 64' feet in width. There is a Class II bike lane. On street parking is permitted. The previously established speed limit in this section is 25 mph.

There were a total of 2 collisions on this roadway from January 2015 to December 2016.

10 mph pace speed	22 mph. - 31 mph.
85 th percentile speed	30.0 mph.
50 th percentile speed	27.0 mph.

The 85th percentile speed indicates a 30 mph speed limit. There is a bike lane and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

- **Barcelona Drive**

Tennis Lane to Schulte Road

This segment of the Tennis Lane is a two lane major residential collector. The segment is approximately 0.17 mile in length and 43' feet in width. There is a Class II bike lane. On street parking is permitted. The posted speed limit is 25 mph.

There was one reported collision on this roadway from January 2015 to December 2016.

10 mph pace speed	21 mph - 30 mph.
85 th percentile speed	30 mph.
50 th percentile speed	27 mph

The 85th percentile speed indicates a 30 mph speed limit. There is a bike lane and intermediate intersections in this segment which justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph.

The recommended speed limit for this section therefore is 25 mph.

- **Central Avenue**

Mt Diablo Avenue to Fourth Street

This segment of the Central Ave is a two lane residential collector street. The segment is approximately 0.29 mile in length and 64' feet in width. There is a Class II bike lane. There are Residential homes which fronts Central Ave. On street parking is permitted. The posted speed limit is 25 mph.

There were two reported collisions on this roadway from January 2015 to December 2016.

10 mph pace speed	23 mph - 32 mph.
85 th percentile speed	30 mph.
50 th percentile speed	28 mph

The 85th percentile speed indicates a 30 mph speed limit. There is a bike lane, residential driveways, and intermediate intersections which justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

- **Central Ave**

Schulte Road to Mt Diablo Avenue

This segment of the Central Ave is a major residential collector street. The segment is approximately .25 miles in length and 64 feet in width. On street parking is permitted in portion of this segment. The posted speed limit is 30 mph.

There were two reported collisions on this roadway from January 2015 to December 2016..

10 mph pace speed	24 mph - 33 mph.
85 th percentile speed	33 mph.
50 th percentile speed	30 mph

The 85th percentile speed indicates a 33 mph speed limit. There is a bike lane, residential driveways, and intermediate intersections which justifies the downgrading of 85th percentile speed by 3 mph. Therefore it is recommended that the posted speed limit remain at 30 mph

The recommended speed limit for this section therefore is 30 mph.

- **Dove Street**

Sycamore Parkway to Starflower Drive

This segment of the Dove Street is a major residential collector street. The segment is approximately .36 miles in length and 46 feet in width. The posted speed limit is 25 mph.

There were two reported collisions on this roadway from January 2015 to December 2016..

10 mph pace speed	23 mph - 32 mph.
85 th percentile speed	31 mph.
50 th percentile speed	28 mph

The 85th percentile speed indicates a 31 mph speed limit. There are residential driveways and intermediate intersections which justifies the downgrading of 85th percentile speed by 6 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

- **East Lake Circle**

Crater Place to Lake View (East Side).

This segment of the East Lake Circle is a two-lane residential collector street. The segment is approximately 0.51 mile in length and 40 feet in width. On street parking is not permitted. The posted speed limit is 25 mph

There was one reported collision on this roadway from January 2015 to December 2016.

10 mph pace speed	23 mph - 32 mph.
85 th percentile speed	31 mph.
50 th percentile speed	28 mph

The 85th percentile speed indicates a 31 mph speed limit. There are residential driveways and intermediate intersections which justifies the downgrading of 85th percentile speed by 6 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

- **East Lake Circle**

Crater Place to Lake View (West Side).

This segment of the East Lake Circle is a two-lane residential collector street. The segment is approximately 0.44 mile in length and 40 feet in width. On street parking is not permitted. The posted speed limit is 25 mph

There was one reported collision on this roadway from January 2015 to December 2016.

10 mph pace speed	24 mph - 33 mph.
85 th percentile speed	31 mph.
50 th percentile speed	29 mph

The 85th percentile speed indicates a 31 mph speed limit. There are residential driveways and intermediate intersections which justifies the downgrading of 85th percentile speed by 6 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

- **Glenbrook Drive**

Brookview Drive to MacArthur Drive

This segment of the East Lake Circle is a two-lane residential collector street. The segment is approximately 0.35 mile in length and 40 feet in width. On street parking is permitted. The posted speed limit is 25 mph

There were two reported collisions on this roadway from January 2015 to December 2016.

10 mph pace speed	23 mph - 32 mph.
85 th percentile speed	30 mph.
50 th percentile speed	27 mph

The 85th percentile speed indicates a 30 mph speed limit. There are residential driveways and intermediate intersections which justifies the downgrading of 85th percentile speed by 5 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

- **Grant Line Road**

Tracy Blvd to MacArthur Drive

This segment of the Grant Line Road is a four-lane commercial collector street. The segment is approximately 1.11 mile in length and 75 feet in width. On street parking is not permitted. The posted speed limit is 40 mph

There were fifteen reported collisions on this roadway from January 2015 to December 2016.

10 mph pace speed	33 mph - 42 mph.
85 th percentile speed	44 mph.
50 th percentile speed	38 mph

The 85th percentile speed indicates a 44 mph speed limit. There are commercial businesses, intermediate intersections and heavy load of traffic on this main road which justifies the downgrading of 85th percentile speed by 4 mph. Therefore it is recommended that the posted speed limit remain at 40 mph.

The recommended speed limit for this section therefore is 40 mph.

- **Jackson Ave**

Crossroads Drive and Jefferson Parkway

This segment of Jackson Ave is a two-lane residential collector street. The segment is approximately 0.25 mile in length and 40 feet in width. On street parking is permitted. The posted speed limit is 25 mph

There was one reported collision on this roadway from January 2015 to December 2016.

10 mph pace speed	22 mph - 31 mph.
85 th percentile speed	31 mph.
50 th percentile speed	27 mph

The 85th percentile speed indicates a 31 mph speed limit. There are residential driveways and intermediate intersections which justifies the downgrading of 85th percentile speed by 6 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

- **Jefferson Parkway**

Eleventh Street to Jackson Avenue

This segment of Jefferson Parkway is a two-lane residential collector street. The segment is approximately 0.22 mile in length and 53 feet in width. On street parking is not permitted. The posted speed limit is 30 mph

There were no reported collisions on this roadway from January 2015 to December 2016.

10 mph pace speed	24 mph - 33 mph.
85 th percentile speed	30 mph.
50 th percentile speed	26 mph

The 85th percentile speed indicates a 30 mph speed limit. There are not intermediate intersections or residential driveways along this stretch of road. Therefore it is recommended that the posted speed limit remain at 30 mph

The recommended speed limit for this section therefore is 30 mph.

- **Presidio Place**

Jackson Avenue to Compton Place

This segment of Presidio Place is a two-lane residential collector street. The segment is approximately 0.17 mile in length and 40 feet in width. On street parking is permitted. The posted speed limit is 25 mph.

There were no reported collisions on this roadway from January 2015 to December 2016.

10 mph pace speed	24 mph - 33 mph.
85 th percentile speed	31 mph.
50 th percentile speed	26 mph

The 85th percentile speed indicates a 31 mph speed limit. There are residential driveways and intermediate intersections which justifies the downgrading of 85th percentile speed by 6 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

- **Summer Lane**

Eleventh Street to Brittany Place

This segment of Summer Lane is a two-lane residential collector street. The segment is approximately 0.45 mile in length and 54 feet in width. On street parking is permitted. The posted speed limit is 25 mph

There were no reported collisions on this roadway from January 2015 to December 2016.

10 mph pace speed	24 mph - 33 mph.
85 th percentile speed	31 mph.
50 th percentile speed	27 mph

The 85th percentile speed indicates a 31 mph speed limit. There are residential driveways and intermediate intersections which justifies the downgrading of 85th percentile speed by 6 mph. Therefore it is recommended that the posted speed limit remain at 25 mph

The recommended speed limit for this section therefore is 25 mph.

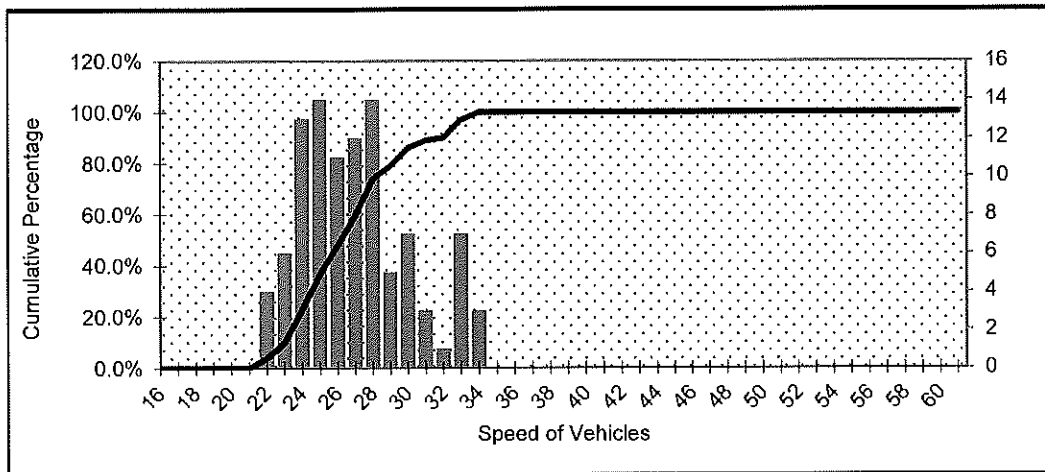
VEHICLE SPEED SURVEY REPORT

Location:	Barcelona Dr (Between Cypress St and Tennis Ln)		
Date:	4/12/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	South North
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

SUMMARY STATISTICS

Total Observed (vehicles)	100		50th Percentile (mph)	27
Speed Range (mph)	22	34	85th Percentile (mph)	30
10 Mph Pace (mph)	22	31	Average Speed (mph)	27.03

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

<p style="font-size: small;">TRACY The backbone of the Tri-Valley</p>	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	0
21	0
22	4
23	6
24	13
25	14
26	11
27	12
28	14
29	5
30	7
31	3
32	1
33	7
34	3
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	100

VEHICLE SPEED SURVEY REPORT

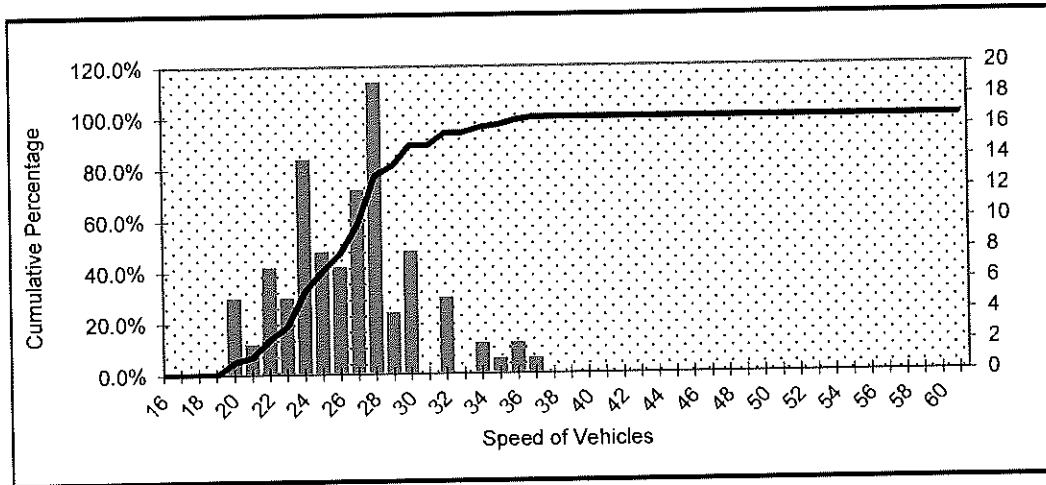
Location:	Barcelona Dr (Between Tennis Ln and Schulte Rd)		
Date:	3/29/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	South North
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	5
21	2
22	7
23	5
24	14
25	8
26	7
27	12
28	19
29	4
30	8
31	0
32	5
33	0
34	2
35	1
36	2
37	1
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	102

SUMMARY STATISTICS

Total Observed (vehicles)	102		50th Percentile (mph)	27
Speed Range (mph)	20	37	85th Percentile (mph)	30
10 Mph Pace (mph)	21	30	Average Speed (mph)	26.60

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 1 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

<p>Think Inside the Triangle</p>	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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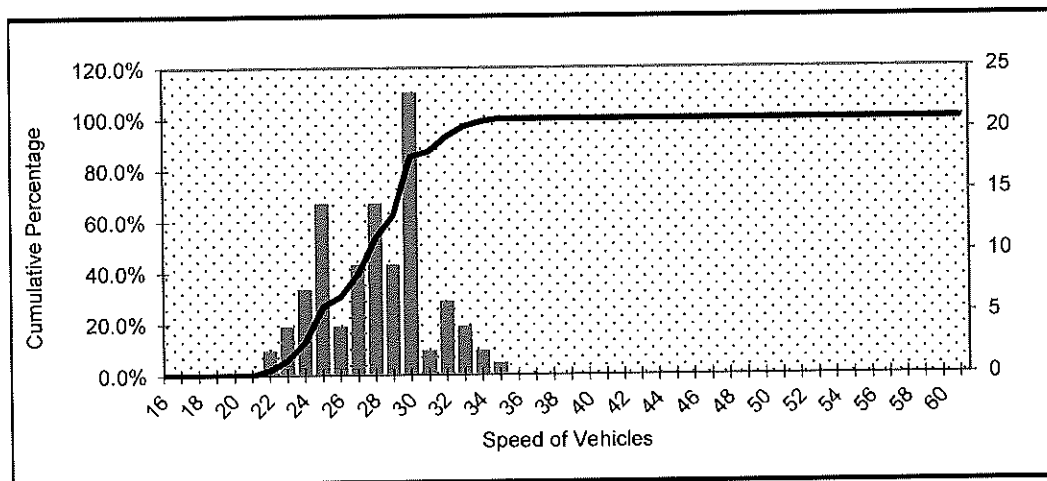
VEHICLE SPEED SURVEY REPORT

Location:	Central Ave (Between Mt Diablo Ave and Fourth St)		
Date:	4/11/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	South North
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Tuesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

SUMMARY STATISTICS

Total Observed (vehicles)	101		50th Percentile (mph)	28
Speed Range (mph)	22	35	85th Percentile (mph)	30
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.05


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

 TRACY <small>Think Inside the Triangle</small>	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	0
21	0
22	2
23	4
24	7
25	14
26	4
27	9
28	14
29	9
30	23
31	2
32	6
33	4
34	2
35	1
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	101

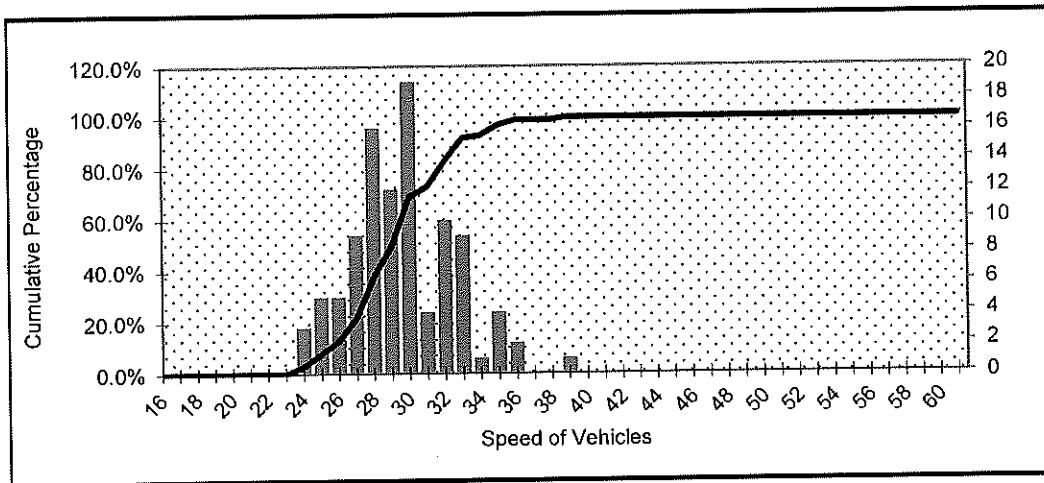
VEHICLE SPEED SURVEY REPORT

Location:	Central Ave (Between Schulte rd and Mt Diablo Ave)		
Date:	3/23/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	South North
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Thursday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

SUMMARY STATISTICS

Total Observed (vehicles)	100		50th Percentile (mph)	30
Speed Range (mph)	24	39	85th Percentile (mph)	33
10 Mph Pace (mph)	24	33	Average Speed (mph)	29.62

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collision
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

	<p>85th percentile indicates speed of 33 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 3 mph.</p> <p style="text-align: center;">Recommended speed limit = 30 MPH</p>
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DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	3
25	5
26	5
27	9
28	16
29	12
30	19
31	4
32	10
33	9
34	1
35	4
36	2
37	0
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	100

VEHICLE SPEED SURVEY REPORT

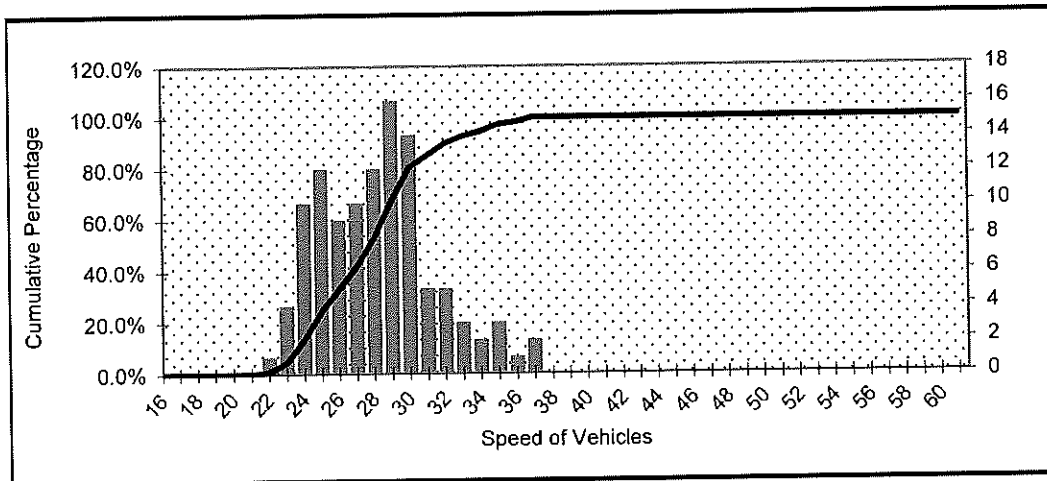
Location:	Dove St (Between Sycamore Parkway and Starflower Dr)		
Date:	4/26/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	East West
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	0
21	0
22	1
23	4
24	10
25	12
26	9
27	10
28	12
29	16
30	14
31	5
32	5
33	3
34	2
35	3
36	1
37	2
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	109

SUMMARY STATISTICS

Total Observed (vehicles)	109		50th Percentile (mph)	28
Speed Range (mph)	22	37	85th Percentile (mph)	31
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.21

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

<p>Think Inside the Triangle</p>	<p>85th percentile indicates speed of 31 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 6 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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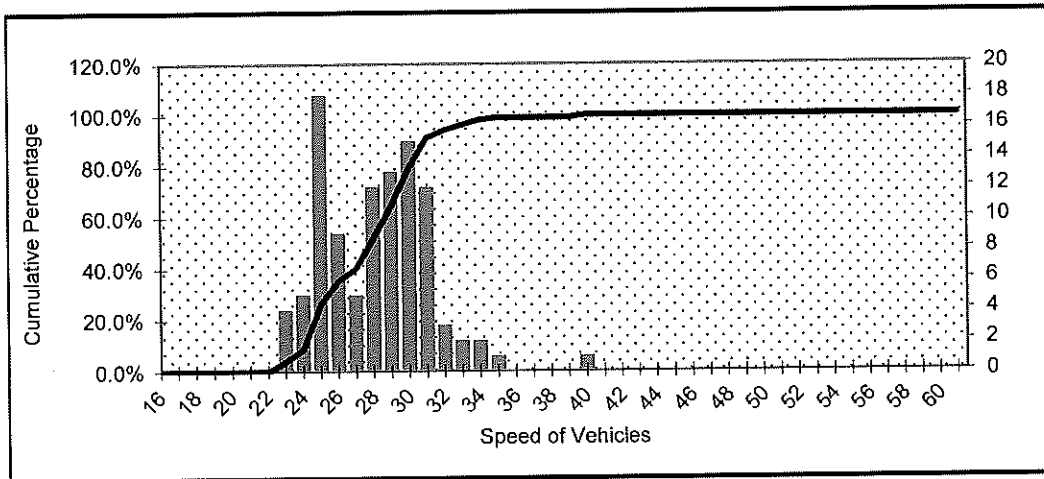
VEHICLE SPEED SURVEY REPORT

Location:	East lake Circle (Between Crater Pl and Lake View (East Side))		
Date:	4/26/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	East West
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

SUMMARY STATISTICS

Total Observed (vehicles)	102		50th Percentile (mph)	28
Speed Range (mph)	23	40	85th Percentile (mph)	31
10 Mph Pace (mph)	23	32	Average Speed (mph)	28.15


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 1 Collision
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

 <small>Think Inside the Triangle</small>	<p>85th percentile indicates speed of 31 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 6 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
---	---

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	4
24	5
25	18
26	9
27	5
28	12
29	13
30	15
31	12
32	3
33	2
34	2
35	1
36	0
37	0
38	0
39	0
40	1
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	102

VEHICLE SPEED SURVEY REPORT

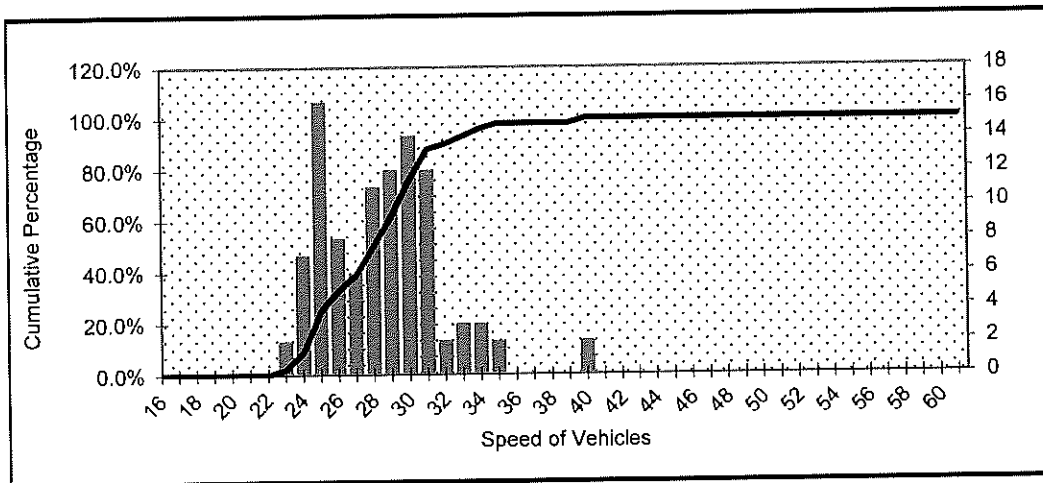
Location:	East lake Circle (Between Crater Pl and Lake View (West Side))		
Date:	4/19/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	East West
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	2
24	7
25	16
26	8
27	6
28	11
29	12
30	14
31	12
32	2
33	3
34	3
35	2
36	0
37	0
38	0
39	0
40	2
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	100

SUMMARY STATISTICS

Total Observed (vehicles)	100		50th Percentile (mph)	29
Speed Range (mph)	23	40	85th Percentile (mph)	31
10 Mph Pace (mph)	24	33	Average Speed (mph)	28.47


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 1 Collision
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

 <p>TRACY Think Inside the Triangle</p>	<p>85th percentile indicates speed of 31 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 6 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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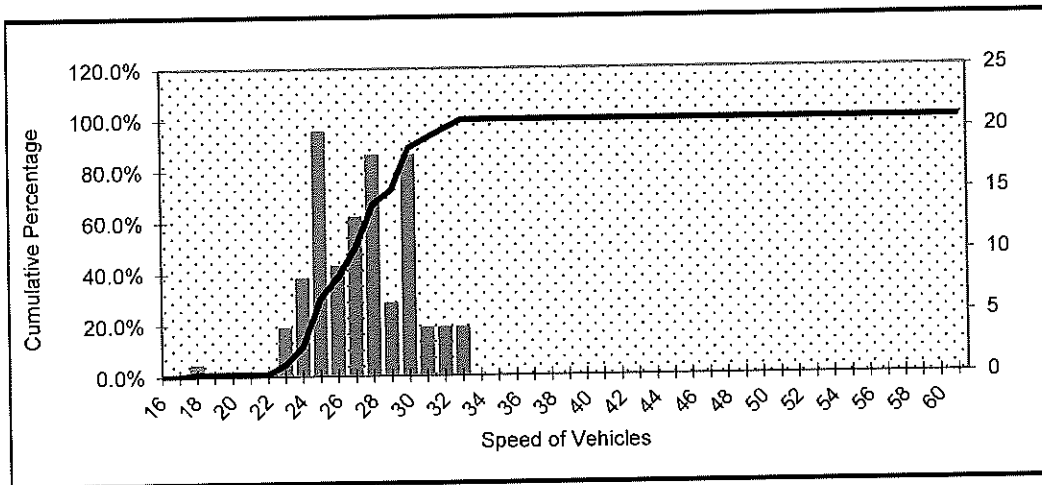
VEHICLE SPEED SURVEY REPORT

Location:	Glenbrook Dr (Between Brookview Dr and Mac Arthur Dr)		
Date:	4/20/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	East West
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Thursday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

SUMMARY STATISTICS

Total Observed (vehicles)	109		50th Percentile (mph)	27
Speed Range (mph)	18	33	85th Percentile (mph)	30
10 Mph Pace (mph)	23	32	Average Speed (mph)	27.42


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 2 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

 TRACY <small>Think Inside the Triangle</small>	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
--	---

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	1
19	0
20	0
21	0
22	0
23	4
24	8
25	20
26	9
27	13
28	18
29	6
30	18
31	4
32	4
33	4
34	0
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	109

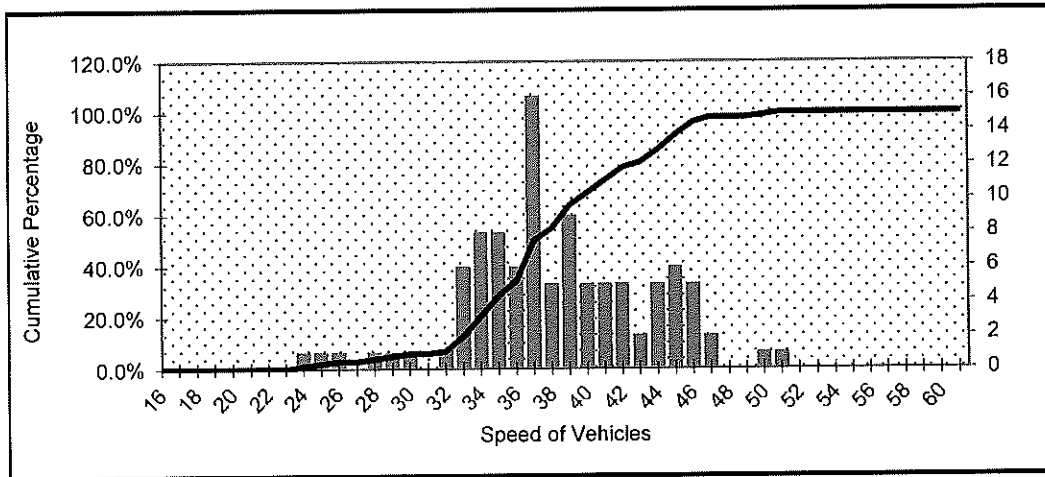
VEHICLE SPEED SURVEY REPORT

Location:	Grant Line Rd (Between Tracy Blvd and MacArthur Dr)		
Date:	3/21/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	East West
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Tuesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

SUMMARY STATISTICS

Total Observed (vehicles)	102		50th Percentile (mph)	38
Speed Range (mph)	24	51	85th Percentile (mph)	44
10 Mph Pace (mph)	33	42	Average Speed (mph)	38.32


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 15 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	Two Lane collector roadway
Volume (if known)	
Parking Considerations	No Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

 <p>Tracy Pursue Inside the Triangle</p>	<p>85th percentile indicates speed of 44 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 9 mph.</p> <p style="text-align: center;">Recommended speed limit = 35 MPH</p>
---	--

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	0
21	0
22	0
23	0
24	1
25	1
26	1
27	0
28	1
29	1
30	1
31	0
32	1
33	6
34	8
35	8
36	6
37	16
38	5
39	9
40	5
41	5
42	5
43	2
44	5
45	6
46	5
47	2
48	0
49	0
50	1
51	1
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	102

VEHICLE SPEED SURVEY REPORT

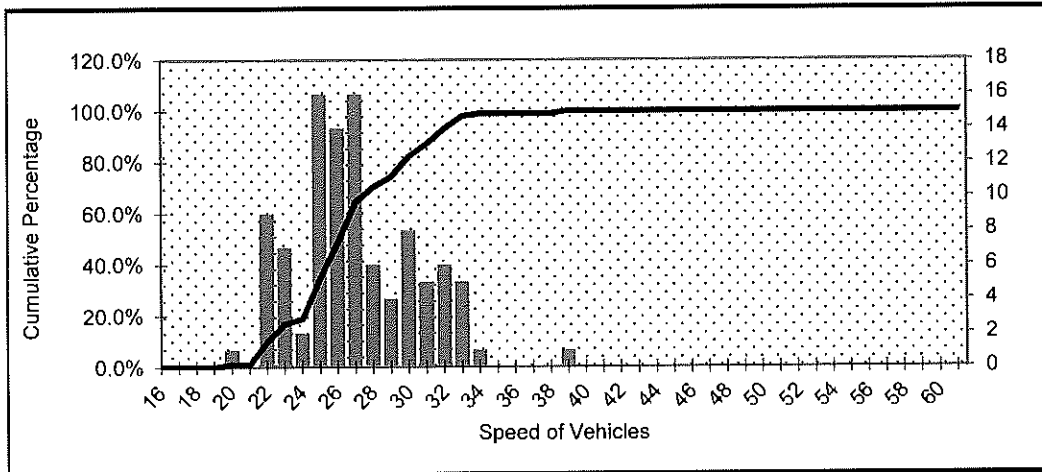
Location:	Jackson Ave (Between Crossroads Dr and Jefferson Pkwy)		
Date:	4/19/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	East West
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	1
21	0
22	9
23	7
24	2
25	16
26	14
27	16
28	6
29	4
30	8
31	5
32	6
33	5
34	1
35	0
36	0
37	0
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	101

SUMMARY STATISTICS

Total Observed (vehicles)	101		50th Percentile (mph)	27
Speed Range (mph)	20	39	85th Percentile (mph)	31
10 Mph Pace (mph)	22	31	Average Speed (mph)	27.05


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 1 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

 <p>TRACY Think Inside the Triangle</p>	<p>85th percentile indicates speed of 31 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 6 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

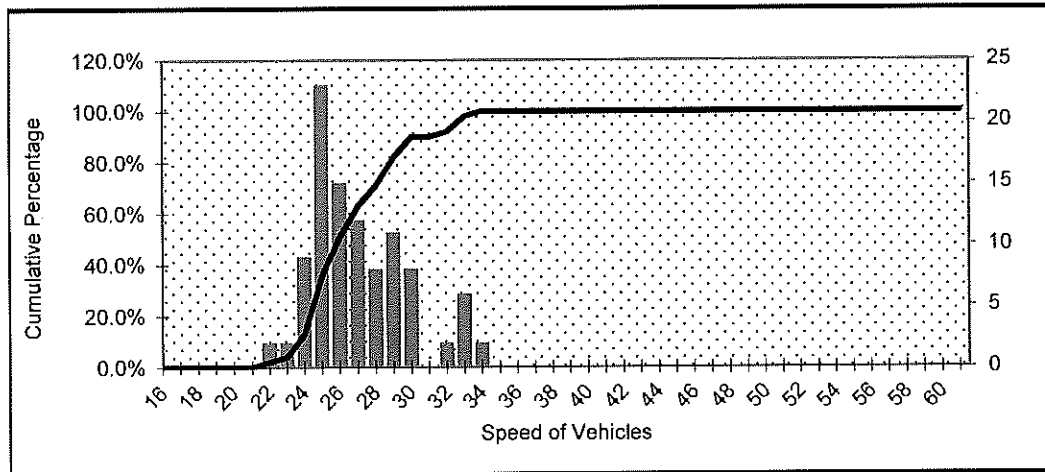
Location:	Jefferson PKWY (Between 11th St and Jackson Ave)		
Date:	4/12/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	South North
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Wednesday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	0
20	0
21	0
22	2
23	2
24	9
25	23
26	15
27	12
28	8
29	11
30	8
31	0
32	2
33	6
34	2
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	100

SUMMARY STATISTICS

Total Observed (vehicles)	100		50th Percentile (mph)	26
Speed Range (mph)	22	34	85th Percentile (mph)	30
10 Mph Pace (mph)	24	33	Average Speed (mph)	27.08


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

 TRACY <small>Think Inside the Triangle</small>	<p>85th percentile indicates speed of 30 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 5 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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VEHICLE SPEED SURVEY REPORT

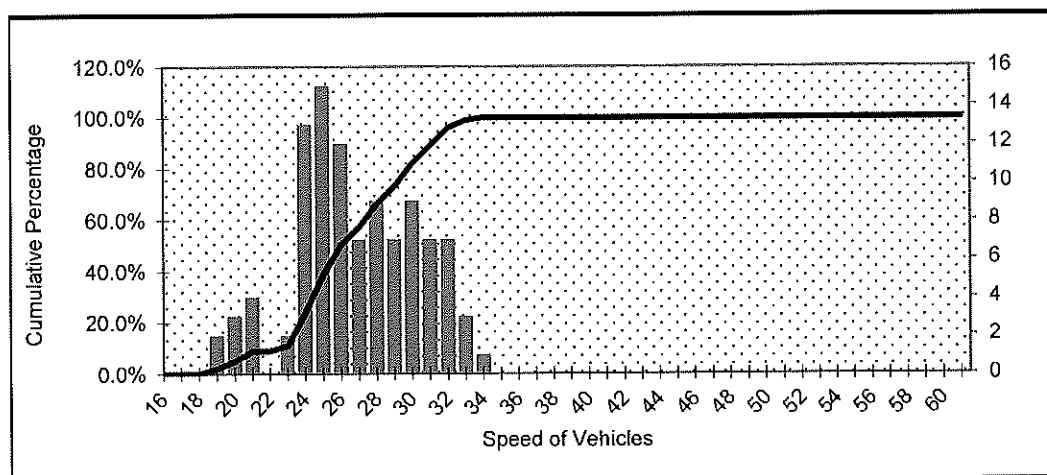
Location:	Presidio PI (Between Jackson Ave and Compton PI)		
Date:	4/18/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	South North
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Thursday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	2
20	3
21	4
22	0
23	2
24	13
25	15
26	12
27	7
28	9
29	7
30	9
31	7
32	7
33	3
34	1
35	0
36	0
37	0
38	0
39	0
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	101

SUMMARY STATISTICS

Total Observed (vehicles)	101		50th Percentile (mph)	26
Speed Range (mph)	19	34	85th Percentile (mph)	31
10 Mph Pace (mph)	24	33	Average Speed (mph)	26.88

GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

<p>TRACY</p> <p><small>Think Inside the Triangle</small></p>	<p>85th percentile indicates speed of 31 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 6 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
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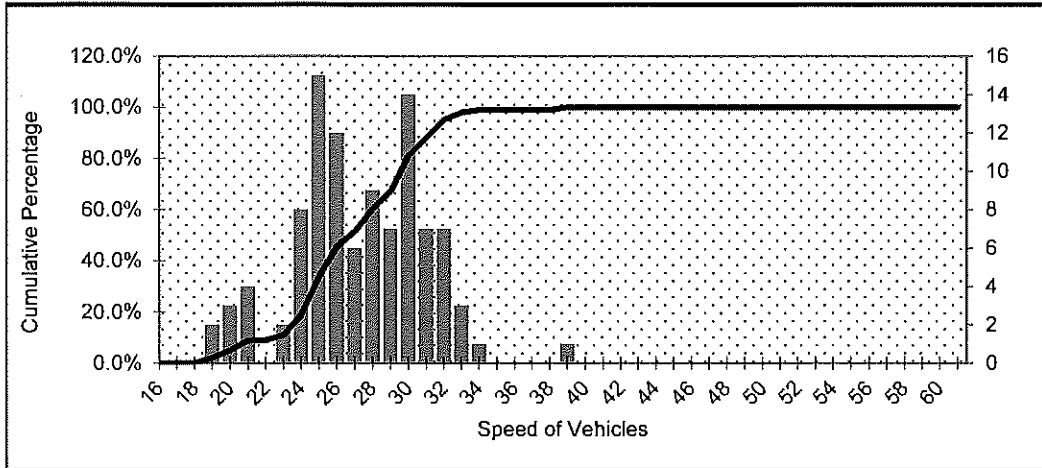
VEHICLE SPEED SURVEY REPORT

Location:	Summer Ln (Between 11th St and Brittany PL)		
Date:	4/13/2017	Recorder:	GJ
Begin Time:	7:15 AM	Direction:	South North
End Time:	8:15 AM	Land use:	Residential/Commercial
Day:	Thursday	Type:	Collector
Weather:	Sunny and Clear	Posted Limit:	25 MPH

SUMMARY STATISTICS

Total Observed (vehicles)	101		50th Percentile (mph)	27
Speed Range (mph)	19	39	85th Percentile (mph)	31
10 Mph Pace (mph)	24	33	Average Speed (mph)	27.30


GRAPH OF CUMULATIVE PERCENTAGE OF VEHICLES VS SPEED



ANALYSIS INFORMATION

Number of Accidents	Total 0 Collisions
Date Period	1/1/2015 - 12/31/2016
Street layout	One Lane collector roadway
Volume (if known)	
Parking Considerations	Parking permitted in this segment
Other Considerations	Schools, Library, Hospital, Intermediate intersections, park

RECOMMENDATIONS & NOTES

 Think Inside the Triangle	<p>85th percentile indicates speed of 31 MPH Presence of residential driveways, intersections, schools collisions, parking, library in this segment justifies downgrading speed limit by 6 mph.</p> <p style="text-align: center;">Recommended speed limit = 25 MPH</p>
--	---

DATA COLLECTED	
Speed	Samples
16	0
17	0
18	0
19	2
20	3
21	4
22	0
23	2
24	8
25	15
26	12
27	6
28	9
29	7
30	14
31	7
32	7
33	3
34	1
35	0
36	0
37	0
38	0
39	1
40	0
41	0
42	0
43	0
44	0
45	0
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0
61	0
Total	101

RESOLUTION 2018-_____

APPROVING THE 2017 SPEED SURVEY

WHEREAS, The use of radar equipment is one of the most effective tools for enforcing speed limits and traffic safety on City streets, and

WHEREAS, Subsection (c) of California Vehicle Code section 40803 provides that evidence of conducting a speed zone survey within the last five years of the date of the alleged violation shall constitute a prima facie case that such local street or road is not a speed trap for the purposes of radar enforcement, and

WHEREAS, City staff completed an Engineering & Traffic survey in September 2017, and

WHEREAS, The survey shows prima facie speed limits for all surveyed streets remain unchanged, and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the 2017 Speed Survey, completed in September 2017, with no changes to the posted speed limits.

* * * * *

The foregoing Resolution 2018-_____ was adopted by the City Council on the 16th day of October 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

ADOPT THE COMPENSATION AND BENEFITS PLAN FOR LIMITED SERVICE EMPLOYEES (LSE), AUTHORIZE THE CITY MANAGER TO INCREASE APPROPRIATIONS, AND AUTHORIZE AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

EXECUTIVE SUMMARY

The Limited Service Employees Compensation and Benefits Plan expired on September 30, 2018. The new plan term is for October 1, 2018 through September 30, 2021. The primary change to the plan is the provision of Cost of Living Adjustments (COLAS) for the duration of the term.

DISCUSSION

Over the past few months, Council has approved and adopted Memorandums of Understanding or Compensation and Benefits Plans for the City's employee groups. All of these units are comprised of full time employees and all groups received increases in COLAS over the life of their respective contracts.

The City also employs part-time, seasonal and limited service employees. In order to continue to attract and maintain qualified part-time workers, it is recommended that the City also provide increases to the Limited Service Employees (LSE). LSE classifications compensated at the minimum wage rate will be adjusted annually during the term of the LSE Compensation and Benefit Plan to comply with the State of California Minimum Wage Order schedule. All other classifications will be adjusted appropriately to maintain the current differential between the classifications compensated at minimum wage.

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 that attracts, motivates, develops, and retains a high-quality, engaged, informed and high-performing workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

The financial impact to the City contained in the changes to the sections of the Compensation and Benefit Plan listed above for the term of this Plan is shown in the table below:

	FY 18/19	FY19/20	FY 20/21
	Year 1 Effective 1/1/2019	Year 2 Effective 1/1/2020	Year 3 Effective 1/1/2021
General Fund	\$ 53,629	\$ 88,409	\$ 123,221
Non- GF	\$ 6,032	\$ 7,328	\$ 8,631
Total	\$ 59,661	\$ 95,737	\$ 131,852

RECOMMENDATION

That the City Council, by resolution, approve the Compensation and Benefits Plan for Limited Service Employees, authorize the City Manager to increase appropriations, and authorize an amendment of the City Master Salary Schedule.

Prepared by: Kimberly Murdaugh, Human Resources Director

Reviewed by: Karin Schnaider, Finance Director
 Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

Attachments: Exhibit A - Limited Service Employees Compensation and Benefit Plan

COMPENSATION AND BENEFITS PLAN

BETWEEN

THE CITY OF TRACY

AND

LIMITED SERVICE EMPLOYEES

October 1, 2018 through September 30, 2021



Think Inside the Triangle™

**Human Resources Department
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6150
www.ci.tracy.ca.us**

Limited Service Employee Compensation and Benefits Plan

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**City of Tracy
Limited Service Employee
Compensation and Benefit Plan**

EFFECTIVE October 1, 2018 through September 30, 2021

Section 1: Purpose and Intent:

This Limited Service Employee Compensation and Benefits Plan supersedes all prior Plans governing the employment relationship between the City and Limited Service Employees. The following plan provides the basis for recognition, benefits and compensation, effective October 1, 2018 through September 30, 2021

Section 2: Coverage:

From time to time the City may hire employees to perform work on a Limited Service basis. Limited Service work assignments may include, without limitation, work on a part time, temporary, on-call, seasonal, supplemental and/or student basis. Limited Service Employees are distinguished from regular employees – i.e.: employees holding regular, full time positions in the City. The City may establish by individual written contract, the terms and conditions of a Limited Service assignment. In order to be effective, such contract must be signed by the City Manager.

Section 3: Compensation and Benefits:

A. **Pay Rate:** Unless otherwise agreed to in an individual contract, Limited Service Employees shall receive such compensation pursuant to the pay rates provided in this Plan, Attachment A. Unless designated exempt from overtime under the Fair Labor Standards Act (“FLSA”), compensation will be paid on an hourly basis. The hourly rate of pay shall correspond to the pay ranges attached to this Plan or the City’s Classification and Compensation Plan, unless otherwise specified in an individual contract.

B. **COLA/Equity Increase:** All classification shall receive Cost of Living and/or Equity Increases as listed in Attachment A.

C. **Step Increases:** When the City Manager and Department Head determine it to be in the City’s best interest, a Limited Service Employee may start at a pay rate above the first or entry-level rate. Progression through the pay range will be based on the worker’s performance, as evaluated annually by the Department Head.

D. **Overtime:** For Limited Service Employees entitled to receive overtime, they shall be paid at a rate of one and one-half (1.5) times the regular hourly rate of pay, for hours actually worked over 40 in the designated workweek. Overtime is the hours actually worked in excess of the employee’s regular workweek, and which has the prior approval of the Department Head or designated representative.

E. **Workweek:** The workweek shall be from Sunday through the following Saturday, unless otherwise designated by the Department Head. For those employees permitted to work on the 9/80 schedule, the workweek for purposes of calculating overtime under the FLSA, shall be midway Friday the employee works to midway the following Friday.

F. **Benefits:**

Holiday Pay Receive pay at the rate of one and one-half (1.5) times the hourly rate of pay for all hours worked on a City observed holiday (this overtime shall not be added to overtime due under the FLSA);

City Programs May participate in the City Safety Committee, Tracy Service Improvement and Employee of the Month programs.

Promotional Recruitment Limited Service Employees may apply for a position(s) in a "Promotional Only" recruitment(s) after accumulating 1,040 hours of employment within the last five consecutive years provided they are employed by the city at the time of the promotional recruitment.

Service Recognition May receive certificate(s) for recognition of service time in five-year increments based on calendar years worked.

***In addition to benefits listed above, Limited Service Employees who have worked 1,000 hours or more in a fiscal year and/or are enrolled in the CalPERS Retirement System, shall be entitled to the following additional benefits:

Sick Leave Accrual - In accordance with the Healthy Workplaces, Health Families Act of 2014 and City of Tracy Sick Leave for Limited Service Employees Policy and Procedure.

Eligibility: Limited Service Employees who have worked for the City of Tracy for 30 or more days within 12 months from the beginning of employment, and who are not eligible for any form of leave benefit provided by the City of Tracy or any employee group.

Use: Limited Service Employees are eligible to use their available paid sick leave beginning on the 90th day of employment.

Accrual: Twenty-four (24) hours per fiscal year

The following sections apply to Limited Service Employees who are enrolled in the CalPERS Retirement Program, either prior to joining the City or after working 1,000 hours or more in a fiscal year at the City. In addition to the benefits listed above, these employees are eligible for:

Bereavement Leave for Scheduled Work Hours

Entitled to leave due to the death of immediate family members, as defined in the City's Personnel Rules and Regulations, not to exceed three (3) workdays within two (2) weeks of the date of death of the family member. This leave will be based on the formulated schedules within the respective departments relevant to the employee. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day.

Jury Duty Leave for Scheduled Work Hours

Allowed time away from work to comply with jury duty requests to report, as specified, in the City's Personnel Rules and Regulations.

Leave Accrual

- Sick Leave – accrual will be based on date of CalPERS enrollment, and in accordance with years of service, on a prorated basis
- Vacation Leave – accrual will be based on date of CalPERS enrollment, and in accordance with years of service, on a prorated basis.

G. **CalPERS Retirement:** Limited Service Employees who have worked 1,000 hours or more in a fiscal year and/or are enrolled in the CalPERS Retirement System, shall be entitled to the following benefits:

For employees hired and enrolled in the CalPERS Retirement Program on or before December 16, 2010, and under the first tier CalPERS retirement formula (2.5% at 55), the employee shall pay the 8% employee contribution during the term of this Compensation and Benefits Plan.

For employees hired and enrolled in the CalPERS Retirement Program between December 16, 2010 through December 31, 2012, and under the second tier CalPERS retirement formula (2% and 55), the employee shall pay the 7% employee contribution during the term of this Compensation and Benefits Plan.

For employees hired and/or first enrolled in the CalPERS Retirement Program on or after January 1, 2013, and under the CalPERS PEPRA retirement formula (2% and 62), the employee shall pay the employee contribution required under PEPRA during the term of this Compensation and Benefits Plan.

For employees hired and enrolled in the CalPERS Retirement Program on or after January 1, 2013 and who qualify as “new employees” under the Public Employee’ Pension Reform Act shall receive average of three (3) consecutive highest years and 2% at 62 benefit formula provided through CalPERS. Employees who receive the CalPERS retirement formula of 2% @ 62 shall pay the employee contribution required by the Public Employees’ Pension Reform Act, currently calculated at fifty percent (50%) of the normal cost.

Section 4: Miscellaneous

A. As used in this Plan, “the City” refers to the City Manager, and includes their designees; provided, however, the City Manager may not delegate authority to alter at-will employment relationships. The City Manager may establish reasonable rules, regulations and procedures to implement this Plan.

B. Limited Service Employees shall have no property rights to continued employment or work in the City. Limited Service employees are “at-will” in that the City or the worker may terminate the relationship, with or without cause. The at-will relationship with the City may not be changed by practice, custom or express representation, but only by a written documentation personally signed by the City Manager and the affected worker. Limited Service Employees may also be subject to discipline, including counseling, reprimands, suspensions, demotions, and step reductions, but shall have no appeal rights under the City’s Personnel Rules and Regulations.

C. Generally speaking, Limited Service Employees will be restricted to performing no more than 999 hours of service in a fiscal year, if they are not already enrolled in the CalPERS retirement program. Upon recommendation of the Department Head, and with the approval of the City Manager, Limited Service Employees may be authorized to work beyond the 999 hour limit.

D. In the event a court of competent jurisdiction determines that some provision in this Plan is inconsistent with applicable law, the City may, in its discretion, void all or part of this Plan and terminate any affected employment relationships.

ATTACHMENT A
Limited Service Employee Classification and Pay Schedule

Step Classifications							
Class Code	Classification	Effective	1	2	3	4	5
9107	Clerical	10/1/2018	\$11.00	\$11.55	\$12.13	\$12.73	\$13.37
		1/1/2019	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59
		1/1/2020	\$13.00	\$13.65	\$14.33	\$15.05	\$15.80
		1/1/2021	\$14.00	\$14.70	\$15.43	\$16.21	\$17.02
9108	Intern-Generalist	10/1/2018	\$15.14	\$15.89	\$16.69	\$17.52	\$18.40
		1/1/2019	\$16.44	\$17.26	\$18.13	\$19.03	\$19.98
		1/1/2020	\$17.81	\$18.70	\$19.64	\$20.62	\$21.65
		1/1/2021	\$19.18	\$20.14	\$21.15	\$22.20	\$23.31
9113	Community Access Coordinator	10/1/2018	\$23.78	\$24.96	\$26.21	\$27.52	\$28.90
		1/1/2019	\$24.73	\$25.97	\$27.27	\$28.63	\$30.06
		1/1/2020	\$25.72	\$27.01	\$28.36	\$29.77	\$31.26
		1/1/2021	\$26.75	\$28.09	\$29.49	\$30.97	\$32.51
9303	Maintenance Aide	10/1/2018	\$12.34	\$12.96	\$13.61	\$14.29	\$15.00
		1/1/2019	\$13.44	\$14.11	\$14.82	\$15.56	\$16.34
		1/1/2020	\$14.56	\$15.29	\$16.05	\$16.86	\$17.70
		1/1/2021	\$15.68	\$16.46	\$17.29	\$18.15	\$19.06
9322	Airport Operation Assistant	10/1/2018	\$11.00	\$11.55	\$12.13	\$12.73	\$13.37
		1/1/2019	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59
		1/1/2020	\$13.00	\$13.65	\$14.33	\$15.05	\$15.80
		1/1/2021	\$14.00	\$14.70	\$15.43	\$16.21	\$17.02
9351	Water Patrol Aide	10/1/2018	\$13.01	\$13.66	\$14.34	\$15.06	\$15.81
		1/1/2019	\$14.16	\$14.87	\$15.61	\$16.39	\$17.21
		1/1/2020	\$15.34	\$16.11	\$16.91	\$17.76	\$18.65
		1/1/2021	\$16.52	\$17.35	\$18.21	\$19.12	\$20.08
9361	Theatre Technician	10/1/2018	\$25.64	\$26.92	\$28.26	\$29.68	\$31.16
		1/1/2019	\$26.67	\$28.00	\$29.40	\$30.87	\$32.41
		1/1/2020	\$27.73	\$29.12	\$30.57	\$32.10	\$33.71
		1/1/2021	\$28.84	\$30.28	\$31.80	\$33.39	\$35.06
9501	Police Intern/Parking Enforcement Officer	10/1/2018	\$14.40	\$15.12	\$15.87	\$16.67	\$17.50
		1/1/2019	\$15.60	\$16.38	\$17.20	\$18.06	\$18.96
		1/1/2020	\$16.90	\$17.75	\$18.63	\$19.56	\$20.54
		1/1/2021	\$18.20	\$19.11	\$20.07	\$21.07	\$22.12
9512	Communications Operator II (H)	10/1/2018	\$28.58	\$30.01	\$31.51	\$33.09	\$34.74
		1/1/2019	\$29.72	\$31.21	\$32.77	\$34.41	\$36.13
		1/1/2020	\$30.91	\$32.46	\$34.08	\$35.78	\$37.57
		1/1/2021	\$32.15	\$33.76	\$35.44	\$37.22	\$39.08
9517	Ranger Master (H)	10/1/2018	\$26.90	\$28.25	\$29.66	\$31.14	\$32.70

		1/1/2019	\$27.98	\$29.37	\$30.84	\$32.39	\$34.01
		1/1/2020	\$29.10	\$30.55	\$32.08	\$33.68	\$35.37
		1/1/2021	\$30.26	\$31.77	\$33.36	\$35.03	\$36.78
9533	Professional Standards Officer	10/1/2018	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50
		1/1/2019	\$46.63	\$48.97	\$51.41	\$53.98	\$56.68
		1/1/2020	\$48.50	\$50.92	\$53.47	\$56.14	\$58.95
		1/1/2021	\$50.44	\$52.96	\$55.61	\$58.39	\$61.31
9552	D.A.R.E. Officer	10/1/2018	\$31.39	\$32.96	\$34.60	\$36.33	\$38.15
		1/1/2019	\$32.65	\$34.28	\$35.99	\$37.79	\$39.68
		1/1/2020	\$33.95	\$35.65	\$37.43	\$39.30	\$41.27
		1/1/2021	\$35.31	\$37.07	\$38.93	\$40.88	\$42.92
9563	Fire Reserve	10/1/2018	\$11.00	\$11.55	\$12.13	\$12.73	\$13.37
		1/1/2019	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59
		1/1/2020	\$13.00	\$13.65	\$14.33	\$15.05	\$15.80
		1/1/2021	\$14.00	\$14.70	\$15.43	\$16.21	\$17.02
9631	Recreation Leader I	10/1/2018	\$11.00	\$11.55	\$12.13	\$12.73	\$13.37
		1/1/2019	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59
		1/1/2020	\$13.00	\$13.65	\$14.33	\$15.04	\$15.80
		1/1/2021	\$14.00	\$14.70	\$15.44	\$16.20	\$17.02
9632	Recreation Leader II	10/1/2018	\$13.78	\$14.47	\$15.19	\$15.95	\$16.75
		1/1/2019	\$15.03	\$15.78	\$16.57	\$17.40	\$18.27
		1/1/2020	\$16.28	\$17.10	\$17.95	\$18.85	\$19.79
		1/1/2021	\$17.54	\$18.41	\$19.33	\$20.30	\$21.32
9633	Recreation Leader III	10/1/2018	\$15.63	\$16.41	\$17.23	\$18.10	\$19.00
		1/1/2019	\$17.05	\$17.90	\$18.80	\$19.74	\$20.73
		1/1/2020	\$18.47	\$19.39	\$20.36	\$21.38	\$22.45
		1/1/2021	\$19.89	\$20.89	\$21.93	\$23.03	\$24.18
9635	Facility Attendant	10/1/2018	\$14.52	\$15.25	\$16.01	\$16.81	\$17.65
		1/1/2019	\$15.84	\$16.63	\$17.46	\$18.34	\$19.25
		1/1/2020	\$17.16	\$18.02	\$18.92	\$19.86	\$20.86
		1/1/2021	\$18.48	\$19.40	\$20.37	\$21.39	\$22.46
9636	Lifeguard	10/1/2018	\$11.00	\$11.55	\$12.13	\$12.73	\$13.37
		1/1/2019	\$12.00	\$12.60	\$13.23	\$13.89	\$14.59
		1/1/2020	\$13.00	\$13.65	\$14.33	\$15.05	\$15.80
		1/1/2021	\$14.00	\$14.70	\$15.43	\$16.21	\$17.02
9637	Senior Lifeguard	10/1/2018	\$13.78	\$14.47	\$15.19	\$15.95	\$16.75
		1/1/2019	\$15.03	\$15.78	\$16.57	\$17.40	\$18.27
		1/1/2020	\$16.28	\$17.10	\$17.95	\$18.85	\$19.79
		1/1/2021	\$17.54	\$18.41	\$19.33	\$20.30	\$21.32
9638	Pool Manager	10/1/2018	\$15.63	\$16.41	\$17.23	\$18.10	\$19.00
		1/1/2019	\$17.05	\$17.90	\$18.80	\$19.74	\$20.73

		1/1/2020	\$18.47	\$19.39	\$20.36	\$21.38	\$22.45
		1/1/2021	\$19.89	\$20.89	\$21.93	\$23.03	\$24.18

Single Step Classifications							
Class Code	Classification	Effective	1	2	3	4	5
9551	Police Reserve	10/1/2018	\$35.00				
		1/1/2019	\$36.40				
		1/1/2020	\$37.86				
		1/1/2021	\$39.37				
9565	Firefighter Trainee	10/1/2018*	\$21.39				
		7/1/2019*	\$22.25				
		7/1/2020*	\$23.14				

*Firefighter Trainee (70% of Step A, Firefighter)

Range Classifications							
Class Code	Classification	Effective	1	2	3	4	5
9110	PT Program Assistant	10/1/2018	\$11.00				\$18.94
		1/1/2019	\$12.00				\$20.66
		1/1/2020	\$13.00				\$22.38
		1/1/2021	\$14.00				\$24.10
9231	Project Specialist I	10/1/2018	\$11.00				\$36.68
		1/1/2019	\$12.00				\$40.01
		1/1/2020	\$13.00				\$43.35
		1/1/2021	\$14.00				\$46.68
9232	Project Specialist II	10/1/2018	\$36.69				\$103.40
		1/1/2019	\$40.03				\$112.80
		1/1/2020	\$43.36				\$122.20
		1/1/2021	\$46.69				\$131.59
9626	Recreation Specialized Instructor	10/1/2018	\$11.00				\$39.02
		1/1/2019	\$12.00				\$42.57
		1/1/2020	\$13.00				\$46.11
		1/1/2021	\$14.00				\$49.66

RESOLUTION 2018 - _____

APPROVING THE COMPENSATION AND BENEFITS PLAN FOR LIMITED SERVICE EMPLOYEES, AUTHORIZING THE CITY MANAGER TO INCREASE APPROPRIATIONS AND AUTHORIZING AN AMENDMENT OF THE CITY MASTER SALARY SCHEDULE

WHEREAS, The Limited Service Employees Compensation and Benefits Plan expired on September 30, 2018, and

WHEREAS, It is the City's desire to attract and retain a qualified pool of part-time help, and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Compensation and Benefit Plan for Limited Services Employees, authorizes the City Manager to increase appropriations, and authorizes an amendment of the City Master Salary Schedule.

BE IT FURTHER RESOLVED THAT, the City Council authorizes the City Manager or his designee(s) to take the necessary administrative steps to implement the provisions of the Compensation and Benefit Plan and actions approved by this Resolution.

The foregoing Resolution 2018 - _____ was adopted by the Tracy City Council on the 16th day of October, 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

APPROVE THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACY HILLS VILLAGE 1C, TRACT 3944, 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 3944, Tracy Hills Village 1C, for subdivision into 45 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.

Lennar Homes of California, Inc., a California corporation (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 3944, Tracy Hills Village 1C, consists of 45 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 3944, Tracy Hills Village 1C.

The Subdivider is requesting approval of the Final Subdivision Map for Tract 3944, Tracy Hills Village 1C, to create 45 single-family residential lots within the boundaries of, and in conformance with, the approved VTSM. The Final Subdivision Map for Tract 3944, Tracy Hills Village 1C (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, excluding landscape and irrigation improvements within the parkway strips along the proposed streets, have been prepared on behalf of the Subdivider and have undergone substantial review by the Engineering Division. The Subdivider is continuing to work with City staff to resolve the few remaining issues necessary to attain final approval of the Improvement Plans by the City Engineer. The Landscape Plans for the parkway strips will undergo a separate review by the Engineering Division.

Pursuant to Tracy Municipal Code Section 12.36.090(b), the Subdivider shall not commence the construction of the improvements until the Improvement Plans and associated documents have been approved by the City Engineer and all other provisions of the SIA related to the commencement of the work have been satisfied.

The Subdivision Improvement Agreement (Attachment C) addresses construction of Iverstone Street, Feldspar Lane, Fennimore Street, and Landstone Street, and other in-tract improvements associated with the 45 lots that will be developed by the Subdivider as part of Village 1C. 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 and Final Subdivision Map are attached, and the 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

Staff recommends that the City Council, by resolution, approve the Final Subdivision Map and Subdivision Improvement Agreement for Tract 3944, Tracy Hills Village 1C, 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.

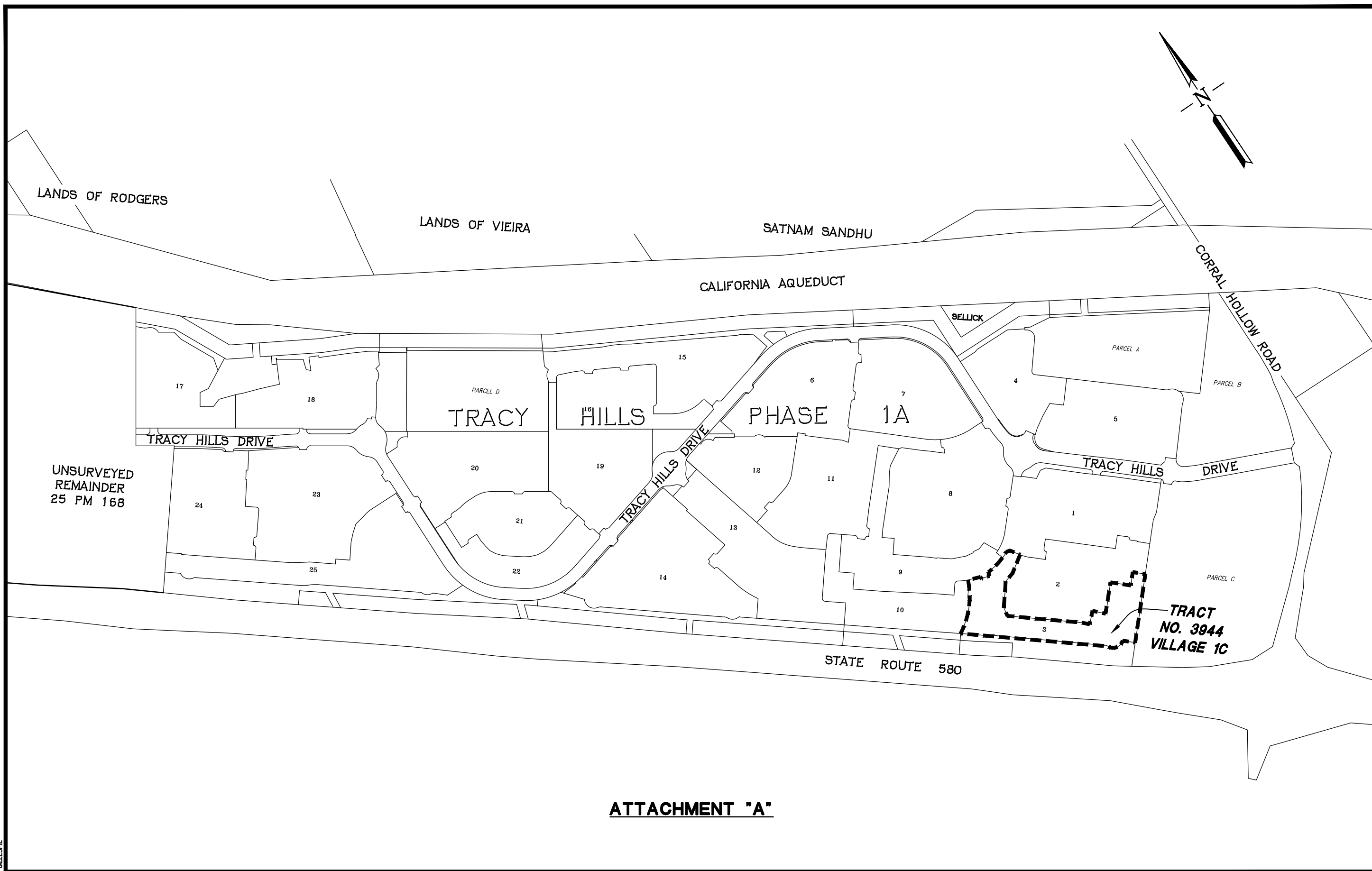
Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Andrew Malik, Assistant City Manager
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

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

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ATTACHMENT "A"

TRACT NO. 3944
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 1C

BEING A SUBDIVISION OF LOT 3 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
SEPTEMBER 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. 3944, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 1C", 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 "LIVESTONE STREET", "FELDSPAR LANE", "FENNIMORE STREET", AND "LANDSTONE STREET", 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 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 124 AND 150 TO AND FROM PARCEL V OF TRACT NO. 3878, LOTS 131 AND 134 TO AND FROM FENNIMORE STREET, LOT 135 TO AND FROM FELDSPAR LANE, LOTS 145 AND 157 TO AND FROM LANDSTONE STREET, LOT 156 TO AND FROM SACRAMENTO DRIVE, LOT 160 TO AND FROM PALMER STREET).

DATED THIS _____ DAY OF _____, 2018.

OWNER: LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION
2803 CAMINO RAMON, SUITE 525
SAN RAMON, CA 94583

BY: _____

PRINT NAME: _____

TITLE: _____

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, FIRST AMERICAN TITLE COMPANY, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED SEPTEMBER 6, 2018 AS DOCUMENT NO. 2018-099760, SAN JOAQUIN COUNTY RECORDS DOES HEREBY JOIN IN AND CONSENT TO THE RECORDATION OF THIS FINAL MAP.

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

FIRST AMERICAN TITLE COMPANY

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: _____

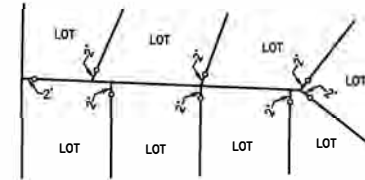
MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINCIPAL COUNTY OF BUSINESS: _____

NOTES:

- APPROVAL OF THIS FINAL TRACT MAP IS SUBJECT TO THE VESTING TENTATIVE MAP (APPLICATION NUMBER TSM13-0005) CONDITIONS OF APPROVAL DATED APRIL 5, 2016.
- ALL FRONT CORNERS ARE TO BE REFERENCED WITH A NAIL AND TAG AT THE TOP OF CURB ON LOT LINE PROJECTIONS, UNLESS OTHERWISE NOTED.
- 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:

- STATE OF CALIFORNIA DRAINAGE EASEMENTS: 2574 O.R. 182, 2915 O.R. 625

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

STIEVE J. BESTOLARIDES
ASSASSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

TRACT NO. 3944
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 1C

BEING A SUBDIVISION OF LOT 3 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
SEPTEMBER 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 LENNAR HOMES OF CALIFORNIA, INC., 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



CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY LENNAR HOMES OF CALIFORNIA, INC., 2603 CAMINO RAMON, SUITE 525, SAN RAMON, CA 94583, FOR THE PURPOSE OF PUBLIC STREET RIGHTS-OF-WAY:

"IVERSTONE STREET", "FELDSPAR LANE", "FENNIMORE STREET", AND "LANDSTONE STREET".

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 3944, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 1C", 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 3944, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 1C", 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. 3944, SUBDIVISIONS OF SAN JOAQUIN COUNTY, TRACY HILLS VILLAGE 1C", 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 124 AND 150 TO AND FROM PARCEL V OF TRACT NO. 3878, LOTS 131 AND 134 TO AND FROM FENNIMORE STREET, LOT 135 TO AND FROM FELDSPAR LANE, LOTS 145 AND 157 TO AND FROM LANDSTONE STREET, LOT 156 TO AND FROM SACRAMENTO DRIVE, LOT 160 TO AND FROM PALMER 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.

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 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.

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 118
- (4) PARCEL MAP, 25 PM 168
- (5) TRACT NO. 3878, 43 M & P 17
- (6) TRACT NO. 3788, 43 M & P 24
- (7) TRACT NO. 3943, 43 M & P 40
- (8) TRACT NO. 3946, 43 M & P 42

GRID NOTE:

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

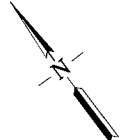
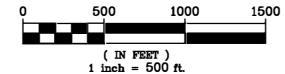
LEGEND

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

TRACT NO. 3944
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 1C

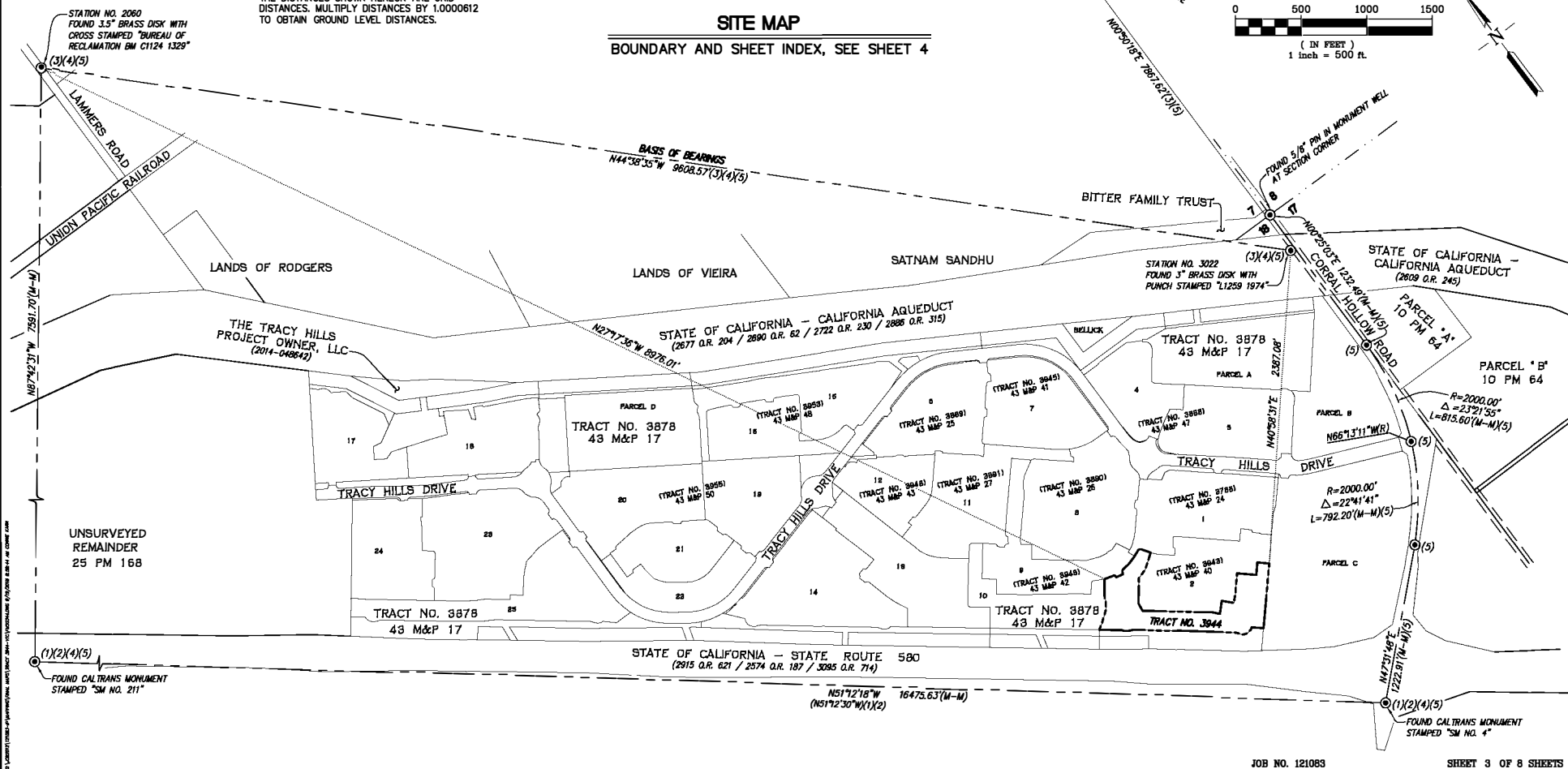
BEING A SUBDIVISION OF LOT 3 AS SHOWN ON TRACT NO. 3878 RECORDED JANUARY 28, 2018 IN BOOK 43 OF MAPS AND PLATS AT PAGE 17 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, BEING A PORTION OF SECTION 18, T. 3 S., R. 5 E. MOUNT DIABLO MERIDIAN

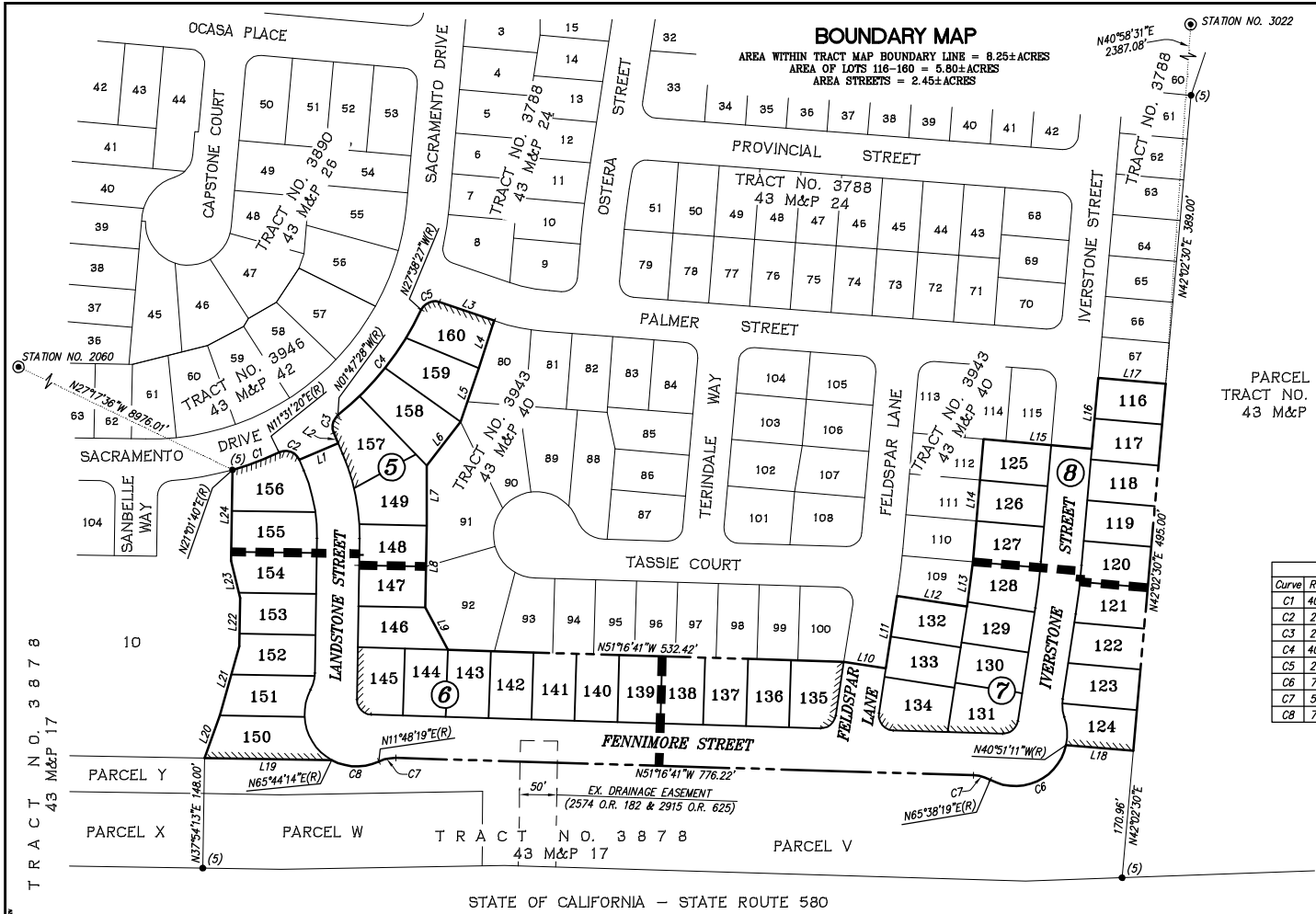
CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
SEPTEMBER 2018



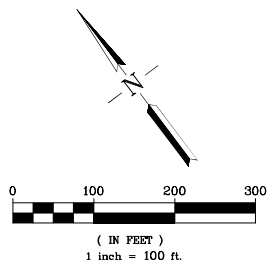
SITE MAP

BOUNDARY AND SHEET INDEX, SEE SHEET 4





BOUNDARY MAP
 AREA WITHIN TRACT MAP BOUNDARY LINE = 8.25±ACRES
 AREA OF LOTS 116-160 = 5.80±ACRES
 AREA STREETS = 2.45±ACRES



PARCEL C
 TRACT NO. 3878
 43 M&P 17

Curve Table			
Curve	Radius	Delta	Length
C1	403.50'	09°30'20"	66.94'
C2	20.00'	92°4'56"	32.20'
C3	20.00'	74°26'16"	25.98'
C4	403.50'	25°50'59"	182.04'
C5	20.00'	83°33'36"	29.17'
C6	70.00'	106°29'30"	130.10'
C7	50.00'	26°55'00"	23.49'
C8	70.00'	53°55'55"	65.89'

Line Table		
Line	Bearing	Distance
L1	N76°13'44"W	57.00'
L2	N13°46'16"E	15.20'
L3	N34°04'51"W	77.19'
L4	N54°29'36"E	66.89'
L5	N55°48'37"E	76.24'
L6	N74°45'42"E	74.02'
L7	N37°12'17"E	80.57'
L8	N37°54'13"E	110.00'
L9	N09°17'32"E	64.62'
L10	N44°17'02"W	57.00'
L11	N45°42'58"E	98.13'
L12	N44°17'02"W	96.00'
L13	N44°29'51"E	61.09'
L14	N42°02'30"E	165.00'
L15	N47°57'30"W	146.00'
L16	N42°02'30"E	95.75'
L17	N47°57'30"W	91.00'
L18	N47°57'30"W	90.54'
L19	N62°05'47"W	170.83'
L20	N56°52'03"E	60.71'
L21	N52°49'37"E	96.23'
L22	N37°54'13"E	65.00'
L23	N23°19'45"E	51.66'
L24	N37°54'13"E	122.01'

TRACT NO. 3878 43 M&P 17

STATE OF CALIFORNIA - STATE ROUTE 580

TRACT NO. 3944
 SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 1C

GRID NOTE:

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

BASIS OF BEARINGS

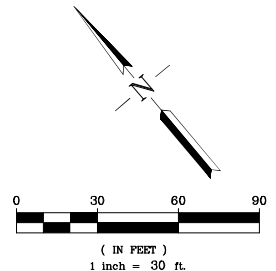
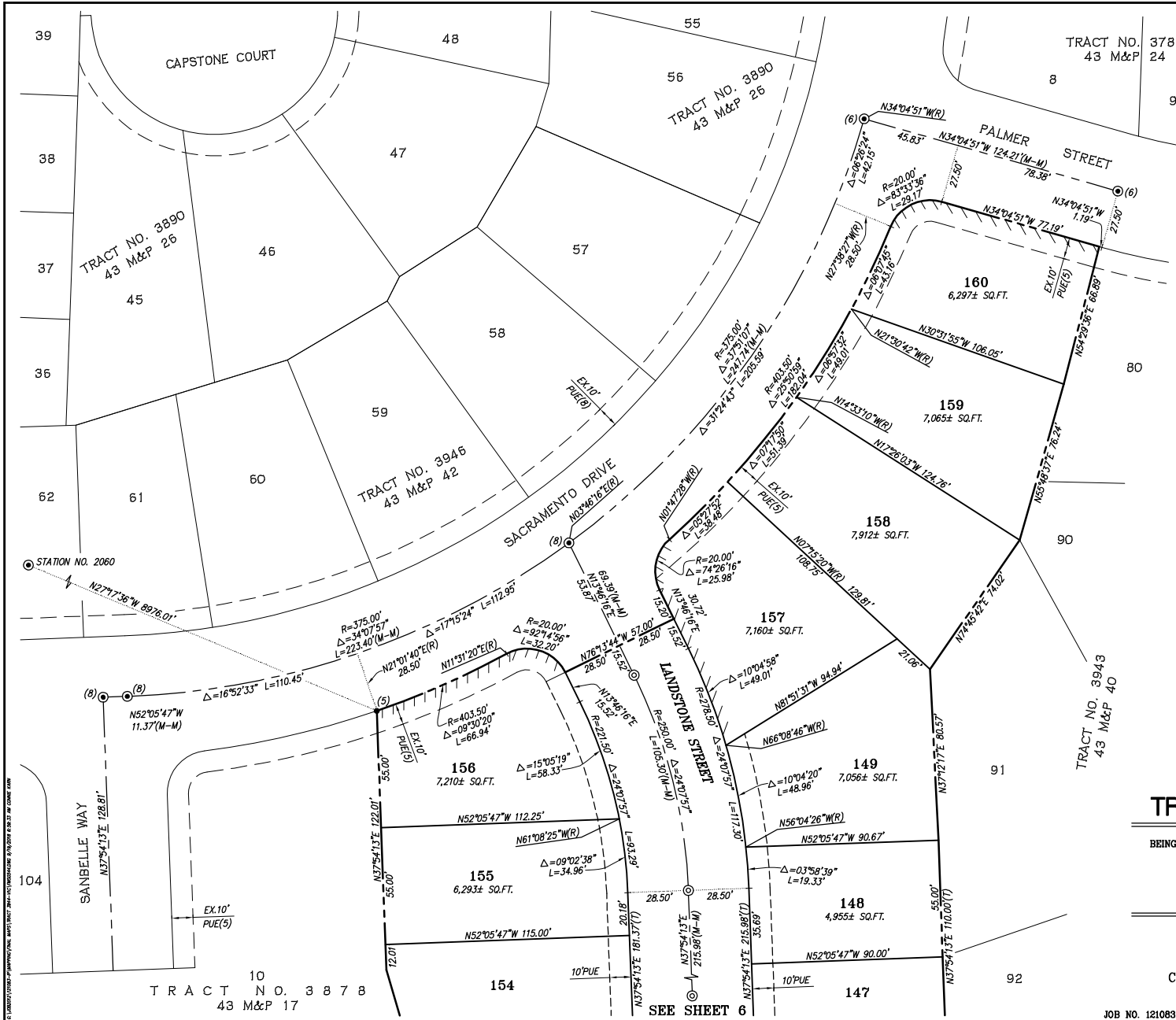
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LEGEND

- 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
- PUBLIC UTILITY EASEMENT
- PRIVATE ACCESS EASEMENT
- EXISTING MONUMENT TO MONUMENT
- (M-M) RADIAL
- (T) TOTAL
- O.R. OFFICIAL RECORDS
- (DATA)(1) RECORD DATA & REFERENCE
- /// BUTTERS RIGHTS OF ACCESS RELINQUISHED
- SHEET COVERAGE
- ⑤ SHEET NUMBER

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON TRACT NO. 3878
 RECORDED JANUARY 28, 2018
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 MOUNT DIABLO MERIDIAN

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



GRID NOTE:
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- LEGEND**
- TRACT MAP BOUNDARY LINE
 - LOT LINE
 - - - - EXISTING EASEMENT LINE
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 - MONUMENT TIE LINE
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 - SET 3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441
 - PUE PUBLIC UTILITY EASEMENT
 - PAE PRIVATE ACCESS 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. 3944
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 1C

BEING A SUBDIVISION OF LOT 3 AS SHOWN ON TRACT NO. 3878
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SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
SEPTEMBER 2018

SEE SHEET 6

JOB NO. 121083

SHEET 5 OF 8 SHEETS

TRACT NO. 3878
43 M&P 17

PARCEL Y
TRACT NO. 3878
43 M&P 17
PARCEL X

GRID NOTE:

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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.

SEE SHEET 5

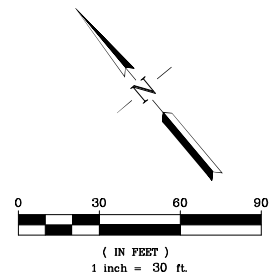
LEGEND

	TRACT MAP BOUNDARY LINE	PUE	PUBLIC UTILITY EASEMENT
	LOT LINE	PAE	PRIVATE ACCESS EASEMENT
	EXISTING EASEMENT LINE	EX.	EXISTING
	NEW EASEMENT LINE	(M-M)	MONUMENT TO MONUMENT
	MONUMENT LINE	(R)	RADIAL
	MONUMENT TIE LINE	(T)	TOTAL
	EXISTING PROPERTY LINE	O.R.	OFFICIAL RECORDS
	FOUND MONUMENT AS NOTED	(DATA)(1)	RECORD DATA & REFERENCE
	SET STANDARD MONUMENT, STAMPED LS 6441		ABUTTERS RIGHTS OF ACCESS RELINQUISHED
	3/4" IRON PIPE OR NAIL & TAG, STAMPED LS 6441 SET PER REFERENCE AS NOTED		
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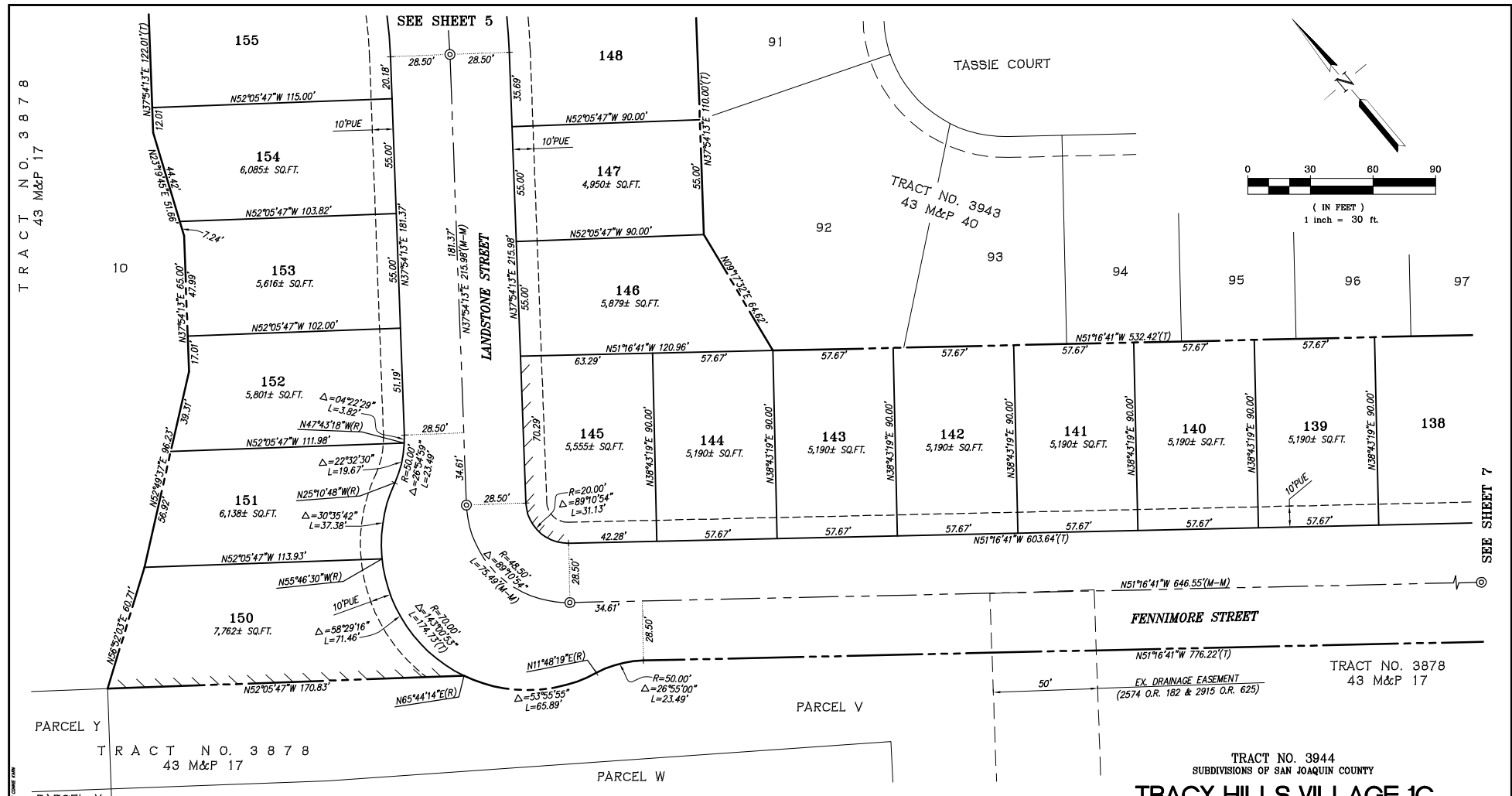
TRACT NO. 3944
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 1C

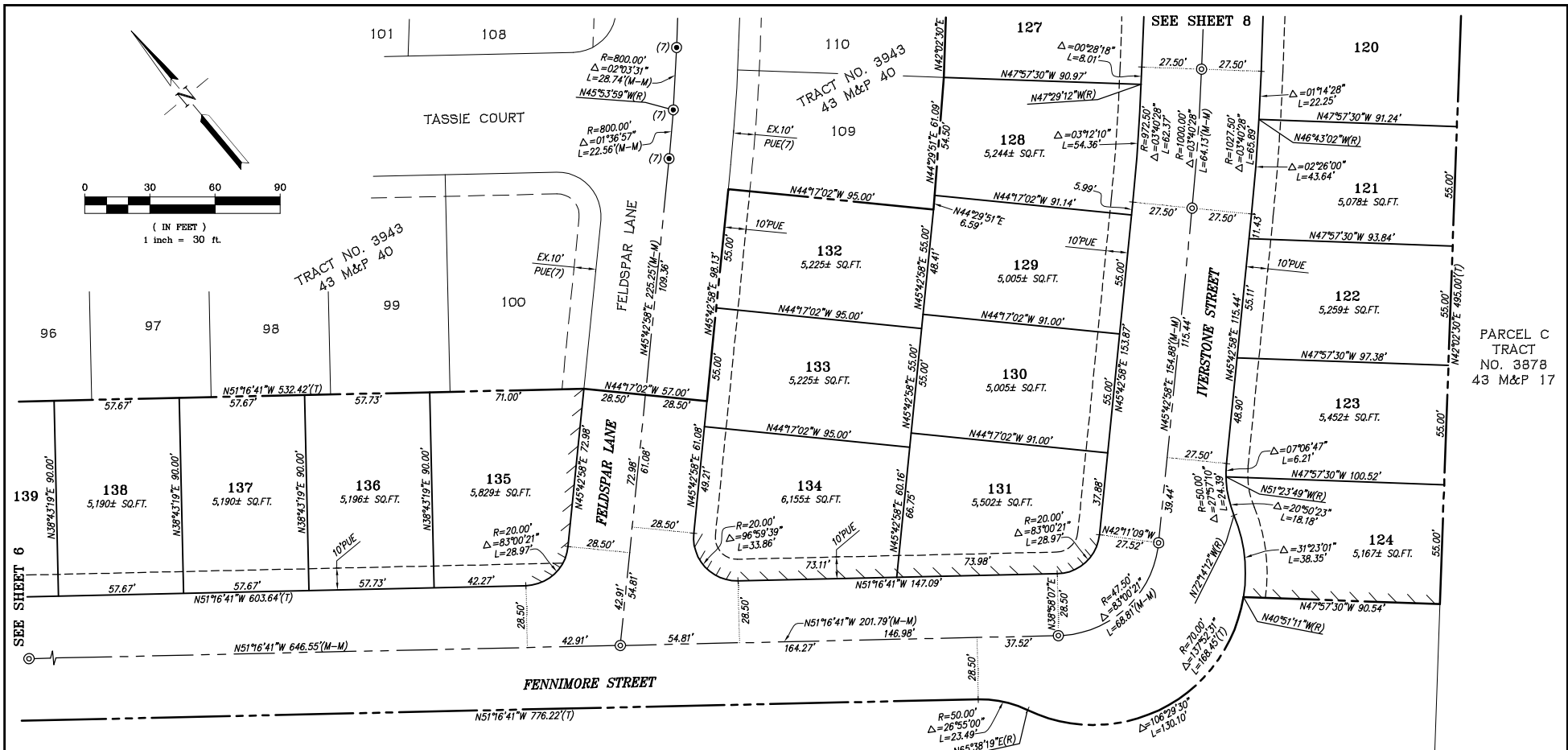
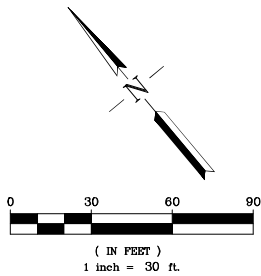
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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA
SEPTEMBER 2018



SEE SHEET 7





PARCEL V
TRACT NO. 3878
43 M&P 17

SEE SHEET 8

PARCEL C
TRACT
NO. 3878
43 M&P 17

TRACT NO. 3944
SUBDIVISIONS OF SAN JOAQUIN COUNTY
TRACY HILLS VILLAGE 1C

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CITY OF TRACY
SAN JOAQUIN COUNTY, CALIFORNIA

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

GRID NOTE:

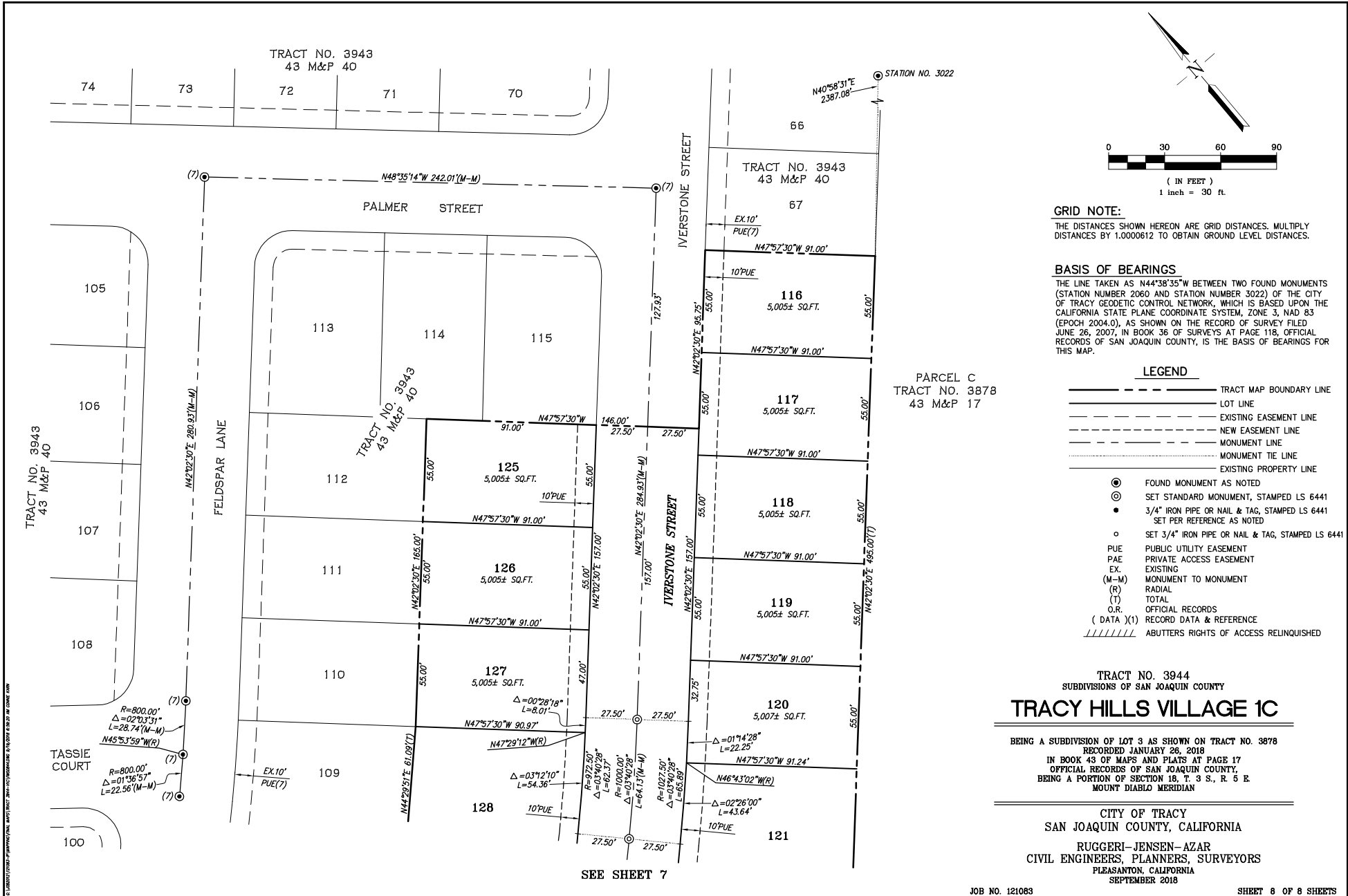
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BASIS OF BEARINGS

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LEGEND

—————	TRACT MAP BOUNDARY LINE	PUE	PUBLIC UTILITY EASEMENT
—————	LOT LINE	PAE	PRIVATE ACCESS EASEMENT
—————	EXISTING EASEMENT LINE	EX.	EXISTING
—————	NEW EASEMENT LINE	(M-M)	MONUMENT TO MONUMENT
—————	MONUMENT LINE	(R)	RADIAL
—————	MONUMENT TIE LINE	(T)	TOTAL
—————	EXISTING PROPERTY LINE	O.R.	OFFICIAL RECORDS
○	FOUND MONUMENT AS NOTED	(DATA) (1)	RECORD DATA & REFERENCE
⊙	SET STANDARD MONUMENT, STAMPED LS 6441	////	ABUTTERS RIGHTS OF ACCESS RELINQUISHED
●	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		



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- TRACT MAP BOUNDARY LINE
 - LOT LINE
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 - - - - NEW EASEMENT LINE
 - - - - MONUMENT LINE
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 - PAE PRIVATE ACCESS EASEMENT
 - EX. EXISTING
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TRACT NO. 3944
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TRACY HILLS VILLAGE 1C

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

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 USE

**CITY OF TRACY
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 3944, TRACY HILLS VILLAGE 1C**

This **SUBDIVISION IMPROVEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **LENNAR HOMES OF CALIFORNIA, INC.**, a California corporation (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 3944, Tracy Hills Village 1C.
- 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 3788, 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 3944, Tracy Hills Village 1C, consists of 45 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 3944, Tracy Hills Village 1C, hereinafter "**Project**" or "**Project site**".

- E. In accordance with the Conditions of Approval, the Subdivider has prepared 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 plans and specifications (the "**Plans and Specifications**") include twelve (12) sheets of improvement plans titled "Improvement Plans Village 1C-Tract 3944-Tracy Hills Phase 1A" prepared by Ruggeri-Jensen-Azar, five (5) sheets of joint trench plans entitled "Joint Trench, Integral Communities, LLC, Tracy Hills-Village 1C-Tract 3944" prepared by Giacalone Design Services, Inc., and four (4) sheets of street light plans entitled "Public Street Lighting, Integral Communities, LLC Tracy Hills-Village 1C-Tract 3944" prepared by Giacalone Design Services, Inc. Collectively, these Plans and Specifications are referred to herein as the "**Scope of Work**" or "**Work**".
- F. The Plans and Specifications are currently under review and have not been approved by the City Engineer. Pursuant to Tracy Municipal Code Section 12.36.090(b), the Subdivider shall not commence the Work until the Plans and Specifications have been approved in writing by the City Engineer and all other provisions of this Agreement related to the commencement of the Work have been satisfied.
- G. 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 final Plans and Specifications approved by the City Engineer. 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 **\$828,212.00** 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 **\$828,212.00** 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 **\$82,821.00** 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 **\$12,375.00** 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:

To City:

City of Tracy
333 Civic Center Plaza
Tracy, California 95376
Attn: City Engineer

To Subdivider:

Lennar Homes of California, Inc.
2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: DIVISION PRESIDENT

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.

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CITY OF TRACY – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 3944, TRACY HILLS VILLAGE 1C
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IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY,
a municipal corporation

By: Robert Rickman
Title: MAYOR
Date: _____

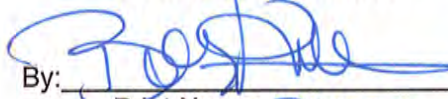
Attest:

By: Adrienne Richardson
Title: CITY CLERK
Date: _____

Approved As To Form:

By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

SUBDIVIDER:
Lennar Homes of California, Inc.,
a California corporation


By: _____
Print Name: Bridget Koller
Title: V.P.
Date: 10.4.18

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

STATE OF CALIFORNIA

COUNTY OF Contra Costa

On October 4, 2018, before me, Lisa McRae, Notary Public
(here insert name and title of the officer)

personally appeared Bridgit Koller,

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

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

WITNESS my hand and official seal.

Lisa McRae
Signature



(SEAL)



EXHIBIT "A"

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

Lot 3 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.

EXHIBIT "B"

**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 2016-062 dated April 5, 2016 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 April 19, 2016, by Ordinance No. 1213 (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.

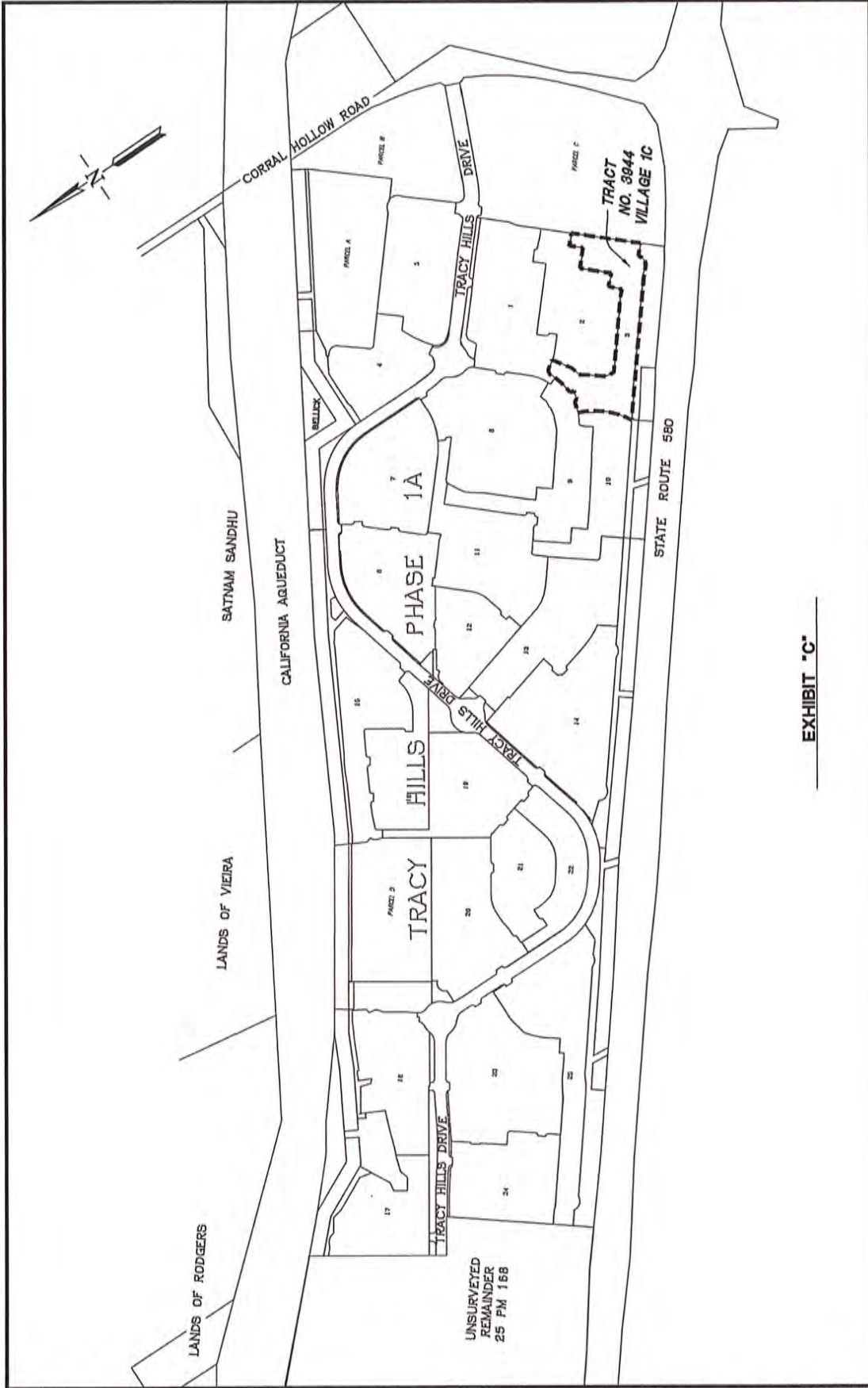


EXHIBIT "C"

RESOLUTION 2018-_____

APPROVING THE FINAL SUBDIVISION MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACY HILLS VILLAGE 1C, TRACT 3944

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 parcels, was approved by Tracy City Council on April 5, 2016, pursuant to Resolution No. 2016-066, and

WHEREAS, The Final Subdivision Map for Tract 3944, Tracy Hills Village 1C, consists of 45 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, are currently under review the Engineering Division, but have not been approved by the City Engineer, and

WHEREAS, Pursuant to Tracy Municipal Code Section 12.36.090(b), the Subdivider shall not commence the construction of the improvements until the Improvement Plans and associated documents have been approved by the City Engineer and all other provisions of the Subdivision Improvement Agreement (SIA) related to the commencement of the work have been satisfied.

WHEREAS, The SIA addresses construction of Iverstone Street, Feldspar Lane, Fennimore Street, and Landstone Street, and other in-tract improvements associated with the 45 lots that will be developed by the Subdivider as part of Tracy Hills Village 1C, 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 and Subdivision Improvement Agreement for Tract 3944, Tracy Hills Village 1C, 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 16th day of October, 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.J

REQUEST

APPROVE AMENDMENT NO. 2 TO MASTER PROFESSIONAL SERVICES AGREEMENTS WITH KIMLEY-HORN & ASSOCIATES AND BLACK WATER CONSULTING ENGINEERS, INC. FOR ENGINEERING ANALYSES SERVICES AND ENGINEERING ASSISTANCE

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would amend the Master Professional Services Agreements (MPSA) with Kimley-Horn & Associates (Kimley-Horn), and Black Water Consulting Engineers, Inc. (Black Water) for the completion of engineering analyses and engineering assistance on a variety of upcoming and current development projects. The effect of the amendments are as follows:

- 1) Kimley-Horn: Increase the calendar year limit to \$1,100,000 from \$600,000.
- 2) Black Water: Add sanitary sewer analysis to their scope of services.

Both of these MPSAs were previously amended in September 2017, pursuant to Resolution No. 2017-189.

DISCUSSION

Development Services Department staff is working with various developers on a large number of entitlement applications, most of which include the need for engineering analyses and other engineering assistance. Some examples include on-going development in the Cordes Ranch Specific Plan (aka International Park of Commerce), Northeast Industrial, I-205 Corridor, Tracy Hills, Ellis, minor subdivisions, and various other development projects. Some proposed projects require technical memorandums to determine nearby infrastructure needs, which aid department staff in writing the conditions of approvals for these projects.

In 2014, the City issued request for proposals (RFP) for development services. Each consultant submitted a response for their respective RFP. Both consultants provided the most responsive and responsible response. In 2017, City staff requested and City Council approved amendments to these two consultants' MPSAs. Over this past year, staff has found that development activity continues to increase, and in order to have the necessary consultant services to keep up with that demand, Kimley-Horn's annual compensation amount be raised from \$600,000 to \$1,100,000. Also, over the past year, staff has concluded that an additional sanitary sewer capacity consultant is needed. Black Water is currently providing water network hydraulic analysis services to the City under an MPSA. The proposed amendment to their MPSA will add sanitary sewer collection system analysis to the scope of services.

The remaining provisions of both MPSAs will remain unchanged.

STRATEGIC PLAN

This agenda item is a routine item not identified on a Strategic Plan. This relates to the 5-Point Plan to streamline the development process.

FISCAL IMPACT

The cost of the work performed by consultants will be recaptured through developer contributions, which include Cost Recovery Agreements. The Cost Recovery Agreements cover the costs of staff time and consultant work related to each project. Where full cost recovery cannot be accomplished, the remaining balance will be funded through the Development Service's Department operating budget. No supplemental appropriations are being requested at this time.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution, amendments to Master Professional Services Agreements with Kimley-Horn & Associates and Black Water Consulting Engineers, Inc. for engineering analyses and engineering assistance.

Prepared by: Al Gali, Associate Civil Engineer

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

- Attachment A – Amendment No.2 to Master Professional Services Agreement with Kimley-Horn & Associates
- Attachment B – Amendment No.2 to Master Professional Services Agreement with Black Water Consulting Engineers

**City of Tracy
AMENDMENT NO. 2 TO
MASTER PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND
ASSOCIATES INC.**

This Amendment No. 2 (Amendment No. 2) to the Master Professional Services Agreement for Various Roadway and Traffic Circulation Analysis is entered into between the City of Tracy, a municipal corporation (City), and Kimley-Horn and Associates, Inc., a North Carolina Corporation (Consultant).

Recitals

- A. The City and Consultant entered into a Master Professional Services Agreement (Agreement) for Various Roadway and Traffic Circulation Analysis, which was approved by the City Council on August 5, 2014, under Resolution No. 2014-113.
- B. The City and Consultant executed Amendment No. 1 to the Agreement for Various Roadway and Traffic Circulation Analysis, which was approved by the City Council on September 5, 2017, under Resolution No. 2017-189.
- C. The City seeks to amend the Agreement to increase the Agreement limit from \$600,000 per calendar year to \$1,100,000 per calendar year.
- D. On October 16, 2018, the City Council authorized the execution of this Amendment via Resolution No. 2018-_____.

Now therefore, the parties mutually agree as follows:

1. **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment No.2. The terms which are not specifically modified by this Amendment will remain in effect.

2. **Terms of Amendment.** Effective upon full execution of this Amendment, Section 5.1 of the Agreement, entitled "Compensation" is hereby amended to read, in its entirety, as follows:

"For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rate amounts set forth in Exhibit "B-1" to this Agreement, attached hereto and incorporated by reference, and the Not to Exceed the amount set forth in each individual Notice to Proceed. Effective January 1, 2018, Consultant's billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. Consultant's fee for this Agreement is not to exceed \$1,100,000 per calendar year. Consultant's billing rates, and Not to Exceed amount, shall cover costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City's prior written approval."

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

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

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

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

City of Tracy

Kimley-Horn and Associates, Inc.

By: Robert Rickman
Title: Mayor

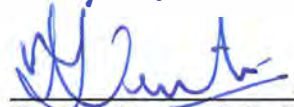

By: Laura Worthington-Forbes
Title: Regional Vice President

Date: _____

Date: 09/26/2018

Attest:

By: _____
Adrienne Richardson
Title: City Clerk


By: Frederik Venter, P.E. #CA64621
Title: Assistant Secretary

Date: _____

Date: 09/26/2018

Approved as to form

City Business License # 06001615

By: _____
Thomas T. Watson
Title: City Attorney

Date: _____

City of Tracy
AMENDMENT NO. 2 TO MASTER PROFESSIONAL SERVICES AGREEMENT
VARIOUS WATER PRESSURE & CAPACITY ANALYSES

This Amendment No. 2 (Amendment) to the Master Professional Services Agreement for Various Water Pressure & Capacity Analyses is entered into between the City of Tracy, a municipal corporation (City), and Black Water Consulting Engineers, Inc., a California Corporation (Consultant).

Recitals

- A. The City and Consultant entered into a Master Professional Services Agreement for Various Water Pressure & Capacity Analyses (Agreement) for Land Development Review, which was approved by the City Council on August 5, 2014, pursuant to Resolution No. 2014-113.
- B. The City and Consultant executed Amendment No. 1 to the Agreement to streamline the administrative process to approve Task Orders and Notices to Proceed, establishing terms, and increased billing rates, which was approved by the City Council on September 19, 2017, pursuant to Resolution No. 2017-191.
- C. The City seeks to amend the Agreement to amend the Scope of Services to include wastewater collection system capacity analyses.
- D. On _____, 2018, the City Council authorized the execution of this Amendment pursuant to Resolution No. 2018-_____.

Now therefore, the parties mutually agree as follows:

- 1. **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.
- 2. **Terms of Amendment.**
 - A. Section 1 of the Agreement, entitled "Scope of Services" is hereby amended to replace "Exhibit 'A1' " with "Exhibit 'A-2'."
 - B. Exhibit A-2 "Scope of Services, Updated July 24, 2018" attached hereto shall replace and supersede Exhibit "A-1" attached to the Agreement.
- 3. **Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
- 4. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
- 5. **Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

Black Water Consulting Engineers, Inc.
a California Corporation

By: _____
Robert Rickman
Title: Mayor

By: Jeff Black
Jeff Black, P.E.
Title: President

Date: _____

Date: 9/5/18

Attest:

By: _____
Adrienne Richardson, City Clerk

By: Jeff Black
Jeff Black, P.E.
Title: Secretary

Date: 9/5/18

Approved as to form

City Business License # 06009813

By: _____
Thomas T. Watson, City Attorney

“EXHIBIT A-2” Scope of Services

Updated July 24, 2018

Amendment No. 2 Master Professional Services Agreement Various Water Pressure Capacity Analyses and Sewer Capacity Analyses

Scope of Work

Task 1: Collaboration and Review

- 1.1 Consultant will coordinate with City staff to review the current submittal protocol and to cooperatively develop a protocol that defines a Submittal Criteria template for developers to follow.
- 1.2 Obtain and review the existing hydraulic models for the City’s water and recycled water systems. Obtain and review documents and data for the City’s wastewater systems. Through this effort, our Project Manager will have knowledge and understanding of the assumptions, criteria, and constraints that were used to develop the model. This knowledge is essential to conducting accurate verification analyses for conformance of new infrastructure with the existing and master planned water and wastewater systems.

Deliverables: Submittal Criteria template for distribution to the development community.

Task 2: Hydraulic Analyses - Water

- 2.1 Review Submittal Criteria data to confirm that the needed information has been provided by the developer in order to complete the analysis. Check submitted calculations.
- 2.2 Using the Submittal Criteria data provided by the developer, coupled with the City’s hydraulic network model, Black Water will conduct the water pressure and capacity analyses to confirm adequate pressure and flows are available to serve the project. Verify conformance with the Master Plan.
- 2.3 Identify any system deficiencies resulting from the proposed improvements. As development occurs, we will track and report on the type and magnitude of deficiencies in the system. Recommendations and budget level cost estimates will be provided for mitigating the deficiencies.

Deliverables: Calculations and model results to support the technical memorandum (TM) and recommendations.

Task 3: Capacity Analyses - Wastewater

- 3.1 Review Submittal Criteria data to confirm that the needed information has been provided by the developer in order to complete the analysis. Check submitted calculations.
- 3.2 Using the Submittal Criteria data provided by the developer, coupled with the City's system information, Black Water will conduct the capacity analyses to confirm adequate capacity is available in existing infrastructure to serve the project. Verify conformance with the Master Plan.
- 3.3 Identify any system deficiencies resulting from the proposed improvements. As development occurs, we will track and report on the type and magnitude of deficiencies in the system. Recommendations and budget level cost estimates will be provided for mitigating the deficiencies.

Deliverables: Calculations and model results to support the TM and recommendations.

Task 4: Technical Memoranda

- 4.1 Consultant will prepare a technical memorandum (TM) that summarizes the water or wastewater system analysis, and provides recommendations and budget level cost estimates. The TM will be stamped and signed by a licensed civil engineer.

Deliverables: Technical Memorandum.

Task 5: Various Water and Wastewater Improvements Design

- 5.1 Consultant will complete various tasks related to the design of water and wastewater process improvements.

Deliverables: Progress and Final Design Submittals, Specifications, and Cost Estimates

Task 6: Additional Services

- 6.1 Consultant will provide additional services to the City on an as-requested basis to confirm or resolve system hydraulic concerns, questions, or what-if scenarios.

Deliverables: As requested.

RESOLUTION 2018-_____

APPROVING AMENDMENT NO. 2 TO MASTER PROFESSIONAL SERVICES AGREEMENTS WITH KIMLEY-HORN & ASSOCIATES AND BLACK WATER CONSULTING ENGINEERS FOR ENGINEERING ANALYSES AND ENGINEERING ASSISTANCE FOR MULTIPLE PROJECTS

WHEREAS, Staff is processing a large number of applications that require engineering analyses, technical memorandums, program management, and other engineering assistance, and

WHEREAS, The project applicants expect timely completion of the required technical memorandums and review of entitlement documents, and

WHEREAS, On August 5, 2014, City Council approved by Resolution No. 2014-113 which approved Master Professional Services Agreement (MPSA) with Black Water Consulting Engineers (Black Water) and Kimley-Horn & Associates (Kimley-Horn), and

WHEREAS, On September 19, 2017, Council approved Resolution No. 2017-189 thereby amending both MPSAs to establish agreement terms, annual billing rate increases, establish a notice to proceed process, added a non-exclusive clause, and changed the not-to-exceed amount to a “per calendar year” basis, and

WHEREAS, Given increases in development activity and City needs, Development Services staff has concluded that additional technical assistance in the field of waste water engineering is necessary, therefore requiring that the scope of services in the MPSA with Black Water be amended to allow the use of their expertise in waste water engineering, and

WHEREAS, Given the increased number of development applications Development Services is reviewing and processing, staff has concluded that another amendment to the MPSA with Kimley-Horn is needed in order to increase their compensation from \$660,000 a year to \$1,100,000, and

WHEREAS, The remaining provisions of the MPSAs would remain unchanged;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves Amendment No. 2 to the Master Professional Services Agreements with Kimley-Horn & Associates and Black Water Consulting Engineers for engineering analysis services, and engineering assistance.

The foregoing Resolution 2018-_____ was adopted by the City Council on the 16th day of October, 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.K

REQUEST

ACCEPT THE CONSTRUCTION OF THE SLURRY SEAL & MICROSURFACE PROJECT, CIP 73142, COMPLETED BY AMERICAN PAVEMENT SYSTEMS, INC., OF MODESTO, CALIFORNIA, AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZE THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

EXECUTIVE SUMMARY

The contractor has completed the construction of the Slurry Seal & Microsurface Project, CIP 73142, in accordance with project plans, specifications, and contract documents. Project costs are within the available budget. Staff recommends Council accept the project to enable the City to release the contractor's bonds and retention.

DISCUSSION

On August 15, 2017, City Council awarded a construction contract to American Pavement Systems, Inc., of Modesto, California, for the Slurry Seal & Microsurface Project, CIP 73142, in the amount of \$274,587. The project is part of the City's annual street improvement program and consisted of slurry sealing and microsurfacing a few streets in the City. The streets chosen for this specific project were Central Avenue (Deerwood to Schulte), Highland Avenue, Berverdor and 12th Street (El Portal to East), Mae (Highland to 12th), Fine (Beverly to Eaton), Acacia, Carlton Way, E. Beverly, E. Hollywood, E. Eaton (E. Beverly to Franklin) and Franklin (Acacia to E. Easton Street selections were based on life cycle and a cost-benefit analysis using the City's Pavement Management Program and in coordination with the City's Public Works Department Street Maintenance Division.

The project design, improvement plans, specifications, and contract documents were prepared by the City's Engineering Division staff.

Three change orders amounting to \$70,401 were issued for the project, which included multiple unforeseen conditions. Work consisted of additional roadway repair, additional striping and traffic calming devices.

Project costs are as follows:

A.	Construction Contract Amount	<u>\$274,587</u>
B.	Approved Change orders	<u>\$ 70,401</u>
C.	Design, construction management, inspection, Testing & miscellaneous project management Expenses	<u>\$ 84,777</u>
	Total Project Costs	<u>\$429,765</u>

Total Budget Amount

\$651,368

The project has been completed within the available budget and original contract time frame and in accordance with the plans, specifications, and City of Tracy standards.

STRATEGIC PLAN

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

FISCAL IMPACT

The Slurry Seal & Microsurface Project, CIP 73142, is part of the City's annual street improvement program and an approved Capital Improvement Project. This project came in under budget, the remaining funds will be used for future road improvement projects.

RECOMMENDATION

That City Council accept, by resolution, Slurry Seal & Microsurface Project, CIP 73142, completed by American Pavement System, Inc., of Modesto, California, authorize the City Clerk to record the Notice of Completion with the San Joaquin County Recorder, and authorize the City Engineer to release the bonds and retention payment.

Prepared by: Leisser P. Mazariegos, Associate Civil Engineer

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

Approved by: Randall Bradley, City Manager

RESOLUTION 2018-_____

ACCEPTING THE CONSTRUCTION OF THE SLURRY SEAL & MICROSURFACE PROJECT, CIP 73142, COMPLETED BY AMERICAN PAVEMENT SYSTEMS, INC., OF MODESTO, CALIFORNIA, AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION, AND AUTHORIZING THE CITY ENGINEER TO RELEASE THE BONDS AND RETENTION PAYMENT

WHEREAS, On August 5, 2017, City Council awarded a construction contract to American Pavement Systems, Inc., of Tracy California, for the Slurry Seal & Microsurface Project, CIP 73142, in the amount of \$274,537, and

WHEREAS, This project is part of the City's annual street improvement program and consisted of slurry sealing and microsealing a few streets in the City, and

WHEREAS, The streets chosen for this specific project were Central Avenue (Deerwood to Schulte), Highland Avenue, Beverdor and 12th Street (El Portal to East), Mae (Highland to 12th), Fine (Beverly to Eaton), Acacia, Carlton Way, E. Beverly, E. Hollywood, E. Eaton (E. Beverly to Franklin) and Franklin (Acacia to E. Easton Street selections were based on life cycle and a cost-benefit analysis using the City's Pavement Management Program and in coordination with the City's Public Works Department Street Maintenance Division, and

WHEREAS, Change orders amounting to \$70,401 were issued for the project which included multiple unforeseen conditions, mostly revolving around additional roadway repair, additional striping and traffic calming devices, and

WHEREAS, The status of budget costs is as follows, and

A.	Construction Contract Amount	<u>\$274,538</u>
B.	Approved Change orders	<u>\$ 70,401</u>
C.	Design, construction management, inspection, Testing & miscellaneous project management Expenses	<u>\$ 84,777</u>
	Total Project Costs	<u>\$429,765</u>
	Budgeted Amount	<u>\$651,368</u>

WHEREAS, The project has been completed within the available budget and original contract time frame and in accordance with project plans, specifications, and City of Tracy standards, and

WHEREAS, The Slurry Seal & Microsurface Project, CIP 73142, is part of the City's annual street improvement program and an approved Capital Improvement Project. The remaining funds will remain in the Capital Outlays Fund for Street Patch and Overlays and will be used for future improvement projects;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts the construction of the Slurry Seal & Microsurface Project, CIP 73142, completed by American Pavement System, Inc. of Modesto, California, authorizes the City Clerk

to record the Notice of Completion with the San Joaquin County Recorder, and authorizes the City Engineer to release the bonds and retention payment.

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 16th day of October, 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

APPROVE THE OFFSITE IMPROVEMENT AGREEMENT FOR INDUSTRIAL PROPERTY TRUST (IPT) BUILDING 2 AT 1207 EAST GRANT LINE ROAD

EXECUTIVE SUMMARY

Approval of the Offsite Improvement Agreement (OIA) will allow IPT Acquisitions, LLC (Developer) to proceed with construction of frontage improvements (non-program) on East Grant Line Road associated with the development of the Industrial Property Trust Building 2.

DISCUSSION

IPT Acquisitions, LLC, a Delaware Limited Liability Corporation, is the developer of real property located at 1124 and 1207 East Grant Line Road (Assessor's Parcel No. 213-070-22 & 213-070-81).

On November 21, 2017, the Development Services Director approved Development Review Application No. D17-0017 for the Industrial Property Trust (IPT) Building 2.

Approval of the project was subject to certain conditions of approval (Conditions), including the construction of concrete curb, gutter and sidewalk, accessible ramps, asphalt concrete pavement, signing and striping, storm drains, catch basins, sewer lateral connection, fire hydrants, traffic signal, LED street lights, landscape with automatic irrigation system and other associated improvements on East Grant Line Road along and adjacent to the project frontage. These frontage improvements are non-program improvements, which means that constructing these improvements will not entitle the Developer to any fee credits.

The Developer has submitted the Improvement Plans for the required improvements. Staff has reviewed the improvement plans and found them to be complete. The Developer has executed the Offsite Improvement Agreement and submitted the required security to guarantee completion of the offsite improvements. The Offsite Improvement Agreement 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 Developer will pay for the cost of processing of the agreement, construction, and inspection.

STRATEGIC PLAN

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

RECOMMENDATION

That the City Council, by resolution, approve the Offsite Improvement Agreement for the Industrial Property Trust Building 2 development.

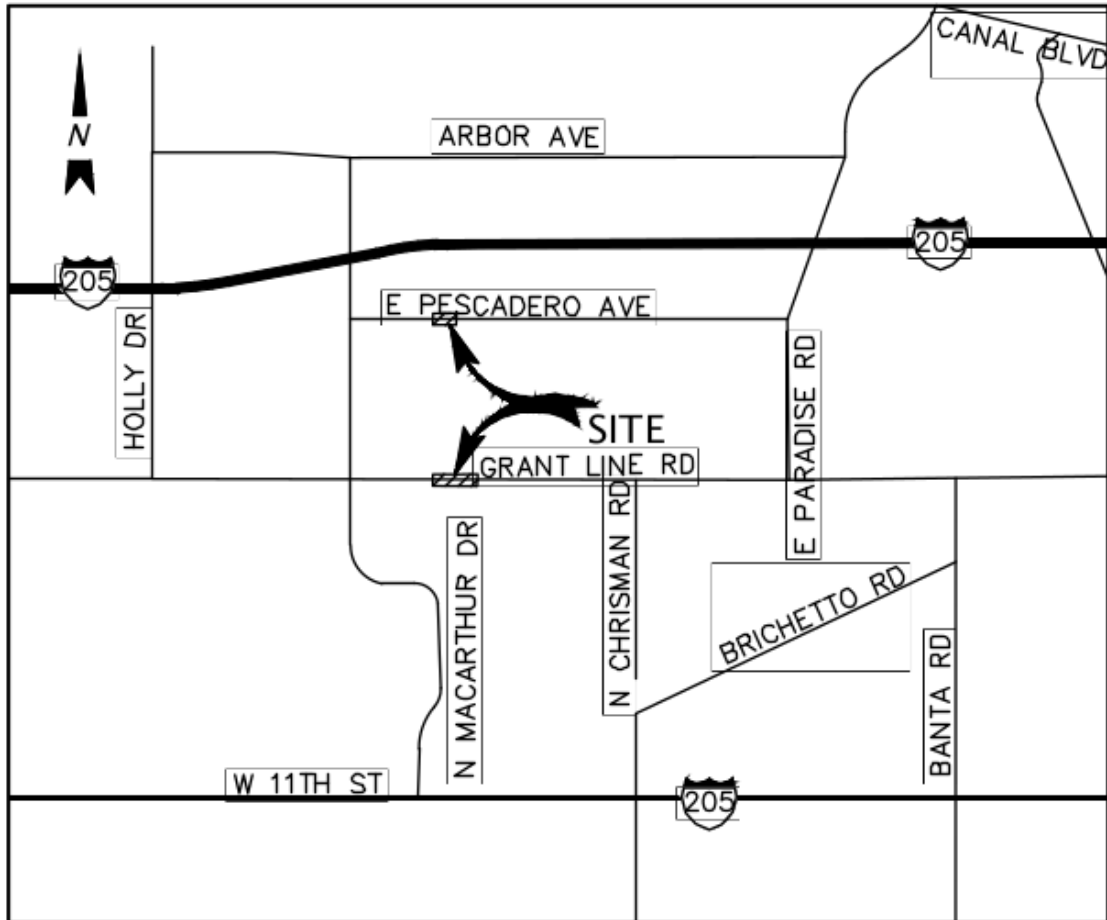
Prepared by: Nanda Gottiparthi, PE, SNG & Associates, Inc.

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Offsite Improvement Agreement



VICINITY MAP

NOT TO SCALE

**OFFSITE IMPROVEMENT AGREEMENT
INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD
1207 EAST GRANT LINE ROAD**

This **OFF-SITE IMPROVEMENT AGREEMENT FOR INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD** (hereinafter "Agreement") is made and entered into by and between the **CITY OF TRACY**, a municipal corporation (hereinafter "City"), and **IPT Tracy DC IV LLC**, a Delaware limited liability company (referred to as "Developer").

RECITALS

- A.** The Developer is currently the owner of the real property located at 1207 East Grant Line Road (hereinafter "Property"), and more particularly described in Exhibit "A", attached and incorporated herein by its reference.
- B.** The Project is geographically located within the boundaries of the Northeast Industrial Area Phase 1 (hereinafter "NEI Phase 1") and is subject to the NEI Phase 1 Finance Implementation Plan (FIP) which was approved by the City Council in January 2006 with Resolution 2006-069. The NEI Phase 1 FIP with the subsequent amendments is on file with the City Clerk and is incorporated herein by reference.
- C.** The Development Review Application for the Industrial Property Trust (IPT) Building 2 and associated on-site improvements (hereinafter "**Project**") was approved by the Development Services Director on November 21, 2017. Approval of the Project was subject to specified conditions of approval (hereinafter "**Conditions**"). The Conditions are attached hereto as Exhibit "B," and incorporated herein by reference.
- D.** The Conditions require the Developer to design and construct certain public improvements to serve the Property (including a sewer connection to the public sewer line in Pescadero Avenue), and to construct frontage improvements along East Grant Line Road.
- E.** The Developer has submitted improvement plans to construct streets and utilities improvements, including but not be limited to construction of concrete curb, gutter and sidewalk, accessible ramps, asphalt concrete pavement, signing and striping, storm drains, catch basins, fire hydrants, traffic signal, LED street lights, landscape with automatic irrigation system and other associated improvements along the entire frontage of the Property on East Grant Line Road (hereinafter "Offsite Improvements" or "Work") as shown on the Improvement Plans and Specifications. The Off-site Improvements or Work required by the City and agreed upon by Developer are also described in Exhibit "B."

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD
1207 EAST GRANT LINE ROAD
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- F. Improvement Plans and Specifications (which incorporate portions of the City's Standard Specifications) have been prepared on behalf of the Developer, and approved by the City Engineer, which describe in more detail the improvements which are required in this Agreement. The Plans and Specifications, as approved by the City Engineer, are on file with the City Engineer, and are incorporated herein by reference. The term "Plans and Specifications" shall include: twelve (12) sheets of offsite roadway, traffic and street light utility improvement plans entitled "Industrial Property Trust Street Improvement Plans" prepared by Kier & Wright Civil Engineers & Surveyors, Inc. of Livermore, California.
- G. Since the required improvements, as described above and in the Plans and Specifications, have not been completed, the Developer has requested to execute this Agreement as authorized by Government Code Section 66462.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the work described in the Plans and Specifications to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer'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 Developer may submit a written request to the City Engineer for a change in the Scope of Work, as required by Tracy Municipal Code Section 12.36.060(f).
2. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreman or superintendent (hereinafter "**Authorized Representative**") on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
3. **LOCATION OF PERFORMANCE.** The Developer shall have all Work performed at the locations and grades shown on the Plans and Specifications. Any easement or right-of-way necessary for the performance of the Work shall be acquired by the Developer at the Developer's sole cost and expense.
4. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish contract security, in a form authorized by the Subdivision Map Act (including Government Code Sections 66499 *et seq.*) and Tracy Municipal Code Section 12.36.080, in the following amounts:

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD
1207 EAST GRANT LINE ROAD
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- 4.1. **Faithful Performance** security in the amount of **\$ 823,880** to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete).
- 4.2. **Labor and Material** security in the amount of **\$ 823,880** to secure payment by the Developer to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen) pursuant to Government Code Sections 66499.2, 66499.3, 66499.4 and 66499.7(b).
- 4.3. **Warranty** security in the amount of **\$ 82,388** 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. **INSURANCE.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer shall furnish evidence to the City that all of the following insurance requirements have been satisfied.
 - 5.1. **General.** The Developer shall, throughout the duration of this Agreement, maintain, or cause to be maintained insurance to cover Developer, its agents, representatives, contractors, subcontractors, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
 - 5.2. **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage shall be maintained in an amount not less than \$3,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 5.3. **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.
 - 5.4. **Workers’ Compensation** coverage shall be maintained as required by the State of California.
 - 5.5. **Endorsements.** Developer shall obtain endorsements to the automobile and commercial general liability with the following provisions:
 - 5.5.1. The City (including its elected and appointed officials, officers, employees, agents, and volunteers) shall be named as an additional “insured.”
 - 5.5.2. For any claims related to this Agreement, Developer’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Developer’s insurance and shall not contribute with it.

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD
1207 EAST GRANT LINE ROAD**

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- 5.6. Notice of Cancellation.** Developer 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.
- 5.7. Authorized Insurers.** All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 5.8. Insurance Certificate.** Developer 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.
- 5.9. Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, Developer shall provide a substitute certificate of insurance.
- 5.10. Developer's Obligation.** Maintenance of insurance by the Developer as specified in this Agreement shall in no way be interpreted as relieving the Developer of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Developer may carry, at its own expense, such additional insurance as it deems necessary.
- 6. PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. Prior to the commencement of the Work, the Developer shall cause the General Contractor to obtain a City of Tracy Business License. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
- 7. 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 Developer shall submit all requests for extensions of time to the City, in writing, no later than fifteen (15) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.
- 7.1. Commencement of Work.** No later than twenty-one (21) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD
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section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

- 7.2. Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work that is acceptable by the City Engineer, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.
- 7.3. Completion of Work.** The Developer shall complete all Work prior to the issuance of temporary or final certificate of occupancy on any of the buildings within the Project. If the Work is not completed and accepted by City Council by this date, the City Engineer may grant an extension of time if a) the Developer submits a written request for extension at least fifteen (15) days prior to expiring date of completion, b) the City Engineer determines that Work is substantially complete and an extension is warranted, c) the Developer amends this agreement and provides bonds to cover the term of the Amendment, and d) the Developer pays all processing fees for such time extension.
- 8. INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
- 8.1. INSPECTION FEES.** Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work, the Developer 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 Developer, the Developer 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 Developer shall pay all such costs and provide a report to the City.

In the event that the City requires an independent inspection, the Developer shall pay all such costs and provide a report 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 Developer, the City shall reimburse the Developer the cost difference between the Inspection Fees previously paid and the actual costs of inspecting the Work.

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD
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Fifteen percent (15%) of the estimated construction cost of the Work shall be allocated by the Developer, for cost of materials and labor for public improvements not explicitly described on the Plans and Specifications but intended to be part of the Work or portion of the Work that are determined by the City Engineer to be designed and constructed by the Developer, in order to complete the Work to the satisfaction of the City.

9. DEFAULT

- 9.1. Notice of Default.** In the event that the Developer is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Developer and the Developer's surety (if any) in which the default is described.
- 9.2.** The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:
- 9.2.1.** The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
- 9.2.2.** The Developer abandons the Project site.
- 9.2.3.** The Developer fails to perform one or more requirements of this Agreement.
- 9.2.4.** The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
- 9.2.5.** The Developer violates any legal requirement related to the Work.
- 9.3.** In the event that the Developer 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:
- 9.3.1.** Cure the default and charge the Developer for the costs therefore, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.
- 9.3.2.** Demand the Developer to complete performance of the Work.
- 9.3.3.** Demand the Developer's surety (if any) to complete performance of the Work.

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD
1207 EAST GRANT LINE ROAD**

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- 10. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Council, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Developer'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.
- 11. WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City Council. In the event that (during the one-year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
- 12. INDEPENDENT CONTRACTOR STATUS.** The Developer is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Developer is not City's employee and Developer shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.
- 13. OWNERSHIP OF WORK.** All original documents prepared by Developer for this Agreement are the property of the City, and shall be given to the City at the completion of Developer's Work, or upon demand from the City. Prior to acceptance of the Work, the Developer shall submit the as-built drawings in AutoCAD format Release-14 or higher.
- 14. 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.
- 15. INDEMNIFICATION.** Developer shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of the performance of the Work by Developer or Developer's agents, representatives, contractors, subcontractors, or employees except to the extent arising from the City's sole or active negligence or willful misconduct or defects in design provided by the City.
- 16. ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD
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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:

To CITY:

City Engineer
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Developer:

IPT Tracy DC IV LLC
Attn: Senior Real Estate Counsel
518 17th St., Suite 1700
Denver, CO 80202

17.2. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) two 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. ENTIRE AGREEMENT. This Agreement, including all documents incorporated 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.

**CITY OF TRACY – OFFSITE IMPROVEMENT AGREEMENT
INDUSTRIAL PROPERTY TRUST BUILDING 2 ON EAST GRANT LINE ROAD
1207 EAST GRANT LINE ROAD
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23. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF TRACY,
a municipal corporation

CITY OF TRACY

Robert Rickman, Mayor
Date: _____

Attest:

Adrienne Richardson, City Clerk
Date: _____

Approved as to form:

Thomas Watson, City Attorney
Date: _____

IPT Tracy DC IV LLC,
a Delaware limited liability company

By: BTC II Holdco LLC, a Delaware limited liability company, its sole member

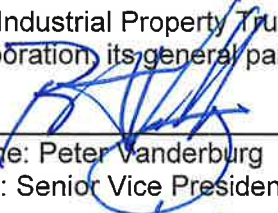
By: Build-To-Core Industrial Partnership II LP, a Delaware limited partnership, its manager

By: IPT BTC II GP LLC, a Delaware limited liability company, its general partner

By: IPT Real Estate Holdco LLC, a Delaware limited liability company, its sole member

By: Industrial Property Operating Partnership LP, a Delaware limited partnership, its sole member

By: Industrial Property Trust Inc., a Maryland corporation, its general partner

By: 
Name: Peter Vanderburg
Title: Senior Vice President Development

Date: 8/9/18

EXHIBIT 'A'
LEGAL DESCRIPTION
LLA NO. MS18-0002
ADJUSTED PARCEL 1

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THAT QUITCLAIM DEED RECORDED ON MAY 1, 2015 IN DOCUMENT NUMBER 2015-049277, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE FOR PESCADERO AVENUE, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL (2015-049277);

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 37' 56" EAST, 627.73 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID PARCEL (2015-049277);

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 50° 58' 21" EAST, 16.01 FEET, AND
- 2) SOUTH 0° 22' 04" WEST, 1,246.43 FEET;

THENCE PARALLEL WITH THE SOUTHERLY RIGHT OF WAY LINE OF PESCADERO AVENUE, NORTH 89° 57' 56" WEST, 534.31 FEET;

THENCE NORTH 89° 37' 45" WEST, 105.99 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL (2015-049277);

THENCE ALONG SAID WEST LINE, NORTH 0° 22' 15" EAST, 1256.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 804,389 SQUARE FEET, OR 18.4662 ACRES OF LAND, MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARING OF NORTH 89° 37' 56" WEST BETWEEN TWO FOUND MONUMENTS ON THE MONUMENT LINE OF PESCADERO AVENUE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JULY 11, 2008 IN BOOK 24 OF PARCEL MAPS AT PAGE 195, SAN JOAQUIN COUNTY RECORDS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


RICHARD JAMES HICKENBOTTOM, P.L.S. 8654
LICENSE EXPIRATION DATE: 12-31-2019

4/20/13
DATE



EXHIBIT 'A'
LEGAL DESCRIPTION
LLA NO. MS18-0002
ADJUSTED PARCEL 2

REAL PROPERTY SITUATE IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THAT QUITCLAIM DEED RECORDED ON MAY 1, 2015 IN DOCUMENT NUMBER 2015-049277 (EXISTING PARCEL 1), TOGETHER WITH A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN THAT DOCUMENT RECORDED ON APRIL 7, 2017 IN DOCUMENT NUMBER 2017-039735 (EXISTING PARCEL 2), OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE FOR GRANT LINE ROAD, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID EXISTING PARCEL 2 (2017-039735);

THENCE ALONG SAID NORTHERLY LINE, NORTH 89° 33' 43" WEST, 722.10 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID EXISTING PARCEL 1 (2015-049277);

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 44° 33' 43" WEST, 7.80 FEET,
- 2) NORTH 0° 22' 15" EAST, 182.10 FEET,
- 3) NORTH 89° 33' 43" WEST, 242.85 FEET, AND
- 4) NORTH 0° 22' 15" EAST, 1132.51 FEET;

THENCE SOUTH 89° 37' 45" EAST, 105.99 FEET;

THENCE SOUTH 89° 37' 56" EAST, 534.31 FEET TO A POINT ON THE EAST LINE OF SAID EXISTING PARCEL 1 (2015-049277);

THENCE ALONG SAID EAST LINE, SOUTH 0° 22' 04" WEST, 34.03 FEET TO THE NORTHWEST CORNER OF SAID EXISTING PARCEL 2 (2017-039735);

THENCE ALONG THE NORTH LINE OF SAID EXISTING PARCEL 2 (2017-039735), SOUTH 89° 35' 50" EAST, 330.09 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE ALONG THE EAST LINE OF SAID EXISTING PARCEL 2 (2017-039735), SOUTH 0° 22' 04" WEST, 1287.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,224,812 SQUARE FEET, OR 28.1178 ACRES OF LAND, MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARING OF NORTH 89° 37' 56" WEST BETWEEN TWO FOUND MONUMENTS ON THE MONUMENT LINE OF PESCADERO AVENUE, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JULY 11, 2008 IN BOOK 24 OF PARCEL MAPS AT PAGE 195, SAN JOAQUIN COUNTY RECORDS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


RICHARD JAMES HICKENBOTTOM, P.L.S. 8654
LICENSE EXPIRATION DATE: 12-31-2019

4/20/18
DATE



Exhibit 1 - Development and Engineering Services Department Conditions of Approval

**Conditions of Approval for IPT Building 2
1207 E. Grant Line Road
Application Number D17-0017
November 21, 2017**

A. General Provisions and Definitions

1. These Conditions of Approval shall apply to the real property described as 1207 E. Grant Line Road, Assessor's Parcel Numbers 213-070-81 and 213-070-22, Application Number D17-0017, a new 610,800 square foot industrial building with related parking and landscaping (hereinafter "Project").
2. The following definitions shall apply to these Conditions of Approval:
 - a. "Applicant" means any person, or other legal entity, defined as a "Developer".
 - b. "City Engineer" means the City Engineer of the City of Tracy, or any other duly licensed engineer designated by the City Manager, or the Development Services Director, or the City Engineer to perform the duties set forth herein.
 - c. "City Regulations" means all written laws, rules, and policies established by the City, including those set forth in the City of Tracy General Plan, the Tracy Municipal Code, Northeast Industrial Concept Development Plan, ordinances, resolutions, policies, procedures, and the City's Design Documents (including the Standard Plans, Standard Specifications, Design Standards, and relevant Public Facility Master Plans).
 - d. "Development Services Director" means the Development Services Director of the City of Tracy, or any other person designated by the City Manager or the Development Services Director to perform the duties set forth herein.
 - e. "Conditions of Approval" shall mean the conditions of approval applicable to the 610,800 square foot industrial building and related improvements. Application Number D17-0017, located at 1207 E. Grant Line Road, Assessor's Parcel Numbers 213-070-81 and 213-070-22. The Conditions of Approval shall specifically include all Development Services Department, including Planning Division and Engineering Division conditions set forth herein.
 - f. "Project" means the real property located at 1207 E. Grant Line Road, Assessor's Parcel Numbers 213-070-81 and 213-070-22.

- g. "Developer" means any person, or other legal entity, who applies to the City to divide or cause to be divided real property within the Project boundaries, or who applies to the City to develop or improve any portion of the real property within the Project boundaries. The term "Developer" shall include all successors in interest.
3. The Developer shall comply with all laws (federal, state, and local) related to the development of real property within the Project, including, but not limited to: the Planning and Zoning Law (Government Code sections 65000, et seq.), the Subdivision Map Act (Government Code sections 66410, et seq.), the California Environmental Quality Act (Public Resources Code sections 21000, et seq., "CEQA"), and the Guidelines for California Environmental Quality Act (California Administrative Code, title 14, sections 1500, et seq., "CEQA Guidelines").
4. Unless specifically modified by these Conditions of Approval, the Developer shall comply with all City Regulations.
5. Pursuant to Government Code section 66020, including section 66020(d)(1), the City HEREBY NOTIFIES the Developer that the 90-day approval period (in which the Developer may protest the imposition of any fees, dedications, reservations, or other exactions imposed on this Project by these Conditions of Approval) has begun on the date of the conditional approval of this Project. If the Developer fails to file a protest within this 90-day period, complying with all of the requirements of Government Code section 66020, the Developer will be legally barred from later challenging any such fees, dedications, reservations or other exactions.

B. Planning Division Conditions of Approval

B1. Except as otherwise modified herein, the project shall be developed in accordance with the plans received by the Development Services Department on October 30, 2017. Prior to the issuance of any building permits, any deviations from the approved site plan or elevations shall be evaluated for substantial compliance with the approved plans, to the satisfaction of the Development Services Director. Should any deviations be determined not to be in substantial compliance with the approved plans, they shall be reviewed in a new Development Review application process.

B2. Prior to issuance of a building permit, a detailed landscape and irrigation plan showing the landscaping shall be submitted for approval by the Development Services Director. All landscape and irrigation improvements shall be designed and installed per the requirements of the City of Tracy Off-Street Parking Requirements, the Water Efficient Landscape Guidelines, and all other applicable City standards.

B3. All exterior lighting shall be directed downward, onto the parking and maneuvering surface and away from the public rights-of-way.

B4. All improvements shall be consistent with the Tracy Municipal Code, Northeast Industrial Specific Plan, Standard Plans, and other applicable City Regulations.

B5. Where landscape planters are parallel and adjacent to the side of vehicular parking spaces, a 12" wide concrete curb shall be placed adjacent to the parking space to allow for pedestrian access to vehicles without damage to the landscape areas.

B6. Prior to final inspection of certificate of occupancy, on-site circulation signs shall be installed to the satisfaction of the Development Services Director.

B7. Prior to the issuance of a building permit, a lot line adjustment shall be recorded creating a lot consistent with the proposed site plan, eliminating or moving the north/south lot line to allow for the required building setbacks from property lines.

C. Engineering Division Conditions of Approval

C.1. General Conditions

Developer shall comply with the applicable sections of approved documents and/or recommendations of the technical analyses/ reports prepared for the Project listed as follows:

- a) Conditions of Approval for Parcel Map filed for record December 21, 2011 in Book 25 of Parcel Maps, at Page 125, records of San Joaquin County.
- b) *Water Distribution System Hydraulic Network Analysis IPT Industrial Buildings 2 and 3* Technical Memorandum prepared by Blackwater Consulting Engineers dated July 25, 2017 ("Water Analysis"), and any amendment thereto.
- c) *IPT Buildings 2 and 3 Site Plan Review Comments* Technical Memorandum prepared by Kimley-Horn and Associates ("Traffic Analysis"), dated September 28, 2017, and any amendments thereto.
- d) *Wastewater System Analysis for McLaughlin Industrial Project* ("Wasterwater Analysis") dated August 2017 prepared by CH2M Hill, and any amendments thereto.

- e) *1207 Grant Line Road (McLaughlin Industrial Partners) Storm Drainage Assessment and Recommendations prepared by Stormwater Consultants, Inc. ("Stormwater Analysis") dated September 19, 2017, and any amendments thereto.*
- f) *Pescadero Industrial Property Fee Analysis and AB 1600 Report prepared by Harris and Associates, Inc. to be approved by the City Council.*

C.2. Grading Permit

The City will not accept grading permit application for the Project as complete until the Developer has provided all relevant documents related to said grading permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:

- C.2.1. 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.2.2. 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.2.3. Three (3) sets of the Storm Water Pollution Prevention Plan (SWPPP) for the Project with a copy of the Notice of Intent (NOI) submitted to the State Water Quality Control Board (SWQCB) and any relevant documentation or written approvals from the SWQCB, including the Wastewater Discharge Identification Number (WDID#).
 - a. After the completion of the Project, the Qualified SWPPP Practitioner will file the Notice of Termination (NOT) required by SWQCB. The Developer shall provide the City with a copy of the completed Notice of Termination.
 - b. The cost of preparing the SWPPP, NOI and NOT, including the filing fee of the NOI and NOT, shall be paid by the Developer.
 - c. The Developer shall comply with all the requirements of the SWPPP and applicable Best Management Practices (BMPs) and the applicable provisions of the City's Storm Water Management Program.
- C.2.4. Two (2) sets of the Project's Geotechnical Report signed and stamped by a licensed Geotechnical Engineer licensed to practice in the State of California, as required in Condition C.4.1.c, below. The technical report must include relevant information related to soil types and characteristics,

soil bearing capacity, and elevation of the highest observed groundwater level.

- C.2.5. Documentation or letter from the San Joaquin Valley Air Pollution Control District (SJVAPCD) stating that this Project meets their requirements related to dust control.
- C.2.6. Two (2) sets of Hydrologic and Storm Drainage Calculations for the design of the on-site and off-site storm drainage.
- C.2.7. If required, Construction Easements or agreements with the owners of the adjacent properties shall be obtained prior to the start of any construction encroaching onto the adjacent properties.
- C.3. Encroachment Permit - No applications for encroachment permit will be accepted by the City as complete until the Developer provides all relevant documents related to said encroachment permit required by the applicable City Regulations and these Conditions of Approval, to the satisfaction of the City Engineer, including, but not limited to, the following:
- C.3.1. Improvement Plans prepared on a 24" x 36" size 4-mil thick polyester film (mylar), if necessary 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.3.2. Signed and stamped Engineer's Estimate that summarizes the cost of constructing all the public improvements shown on the Improvement Plans.
- C.3.3. 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. The Developer's obligations in the OIA shall be deemed to be satisfied upon City Council's acceptance of the public improvements and release of the Improvement Security.
- C.3.4. 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 May 17, 2016, per Resolution 2016-094.

C.3.5. Traffic Control Plan signed and stamped by a Registered Civil Engineer or Traffic Engineer licensed in the State of California, as required in Condition C.4.6, below.

C.4. Improvement Plans - Improvement Plans shall contain the design, construction details and specifications of public improvements that are necessary 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, and Registered Landscape Architect for the relevant work. The Improvement Plans shall be completed to comply with City Regulations, these Conditions of Approval, and the following requirements:

C.4.1. The Improvement Plans including the Grading and Drainage Plans prepared in accordance with the City's Subdivision Ordinance and Design Standards. The improvement plans for all improvements (onsite and off-site) required to serve the Project in accordance with the City Design Documents, and these Conditions of Approval. The improvement plans shall be prepared to specifically include, but not be limited to, the following items:

- a. All existing and proposed utilities such as domestic water line, irrigation service, fire service line, storm drain, and sanitary sewer, including the size and location of the pipes.
- b. All supporting engineering calculations, materials information or technical specifications, cost estimate, and technical reports.
- c. Three (3) copies of the Project's Geotechnical /Soils Report, prepared or signed and stamped by a Geotechnical Engineer.
- d. The Project's on-site drainage connections to City's storm drainage system and on-site storm water treatment as approved by the City Engineer. Improvement Plans to be submitted with the hydrology and storm drainage calculations for the sizing of the on-site storm drainage system.

C.4.2. Grading and Storm Drainage Plans

Site Grading

- a. Include all proposed erosion control methods and construction details to be employed and specify materials to be used. All grading work shall be performed and completed in accordance with the recommendation(s) of the Project's Geotechnical Engineer. A copy of the Project's

Geotechnical Report must be submitted with the Grading and Storm Drainage Plans.

- b. When the grade differential between the Project Site and adjacent property(s) exceeds 12 inches, a reinforced concrete or masonry block, or engineered retaining wall is required for retaining soil. The Grading Plan shall show construction detail(s) of the retaining wall or masonry wall. The entire retaining wall and footing shall be constructed within the Project Site. A structural calculation shall be submitted with the Grading and Storm Drainage Plans.
- c. The Developer shall be responsible for obtaining permission from owner(s) of the adjacent and affected property(s) for grading beyond the property boundaries. If required, slope easement must be recorded prior to the issuance of the final building certificate of occupancy.
- d. Grading for the site shall be designed such that the Project's storm water can overland release to a public street that has a functional storm drainage system with adequate capacity to drain storm water from the Project Site, in the event that the on-site storm drainage system fails or it is clogged. The storm drainage release point is recommended to be at least 0.70 foot lower than the building finish floor elevation and shall be improved to the satisfaction of the City Engineer.

Storm Drainage

- e. The Developer shall design and install storm drain lines and connection to existing storm drain channel west of the Project per the Stormwater Analysis and City Regulations.
- f. The project site shall include storm water quality treatment provisions that conform to the *Multi-Agency Post-Construction Stormwater Standards Manual*. Calculations related to the design and sizing of on-site storm water treatment facilities must be submitted with the Grading and Storm Drainage Plans, and approved by City's Water Resources Coordinator prior to issuance of the Grading Permit for the Project.
- g. Prior to the issuance of the building certificate of occupancy, the Developer shall submit a signed and notarized Stormwater Treatment Facilities Maintenance Agreement (STFMA) as a guarantee for the performance of Developer's responsibility towards the repair and maintenance of on-site storm water treatment facilities.
- h. Prior to the issuance of the certificate of occupancy, the Developer shall submit a signed and notarized Stormwater Treatment Facilities

Maintenance Agreement (STFMA) for Hydrodynamic Separators treatment devices installed as a guarantee for the performance of the repair and maintenance of storm water treatment facilities by the owner.

- i. Prior to issuance of Grading Permit, the Developer shall provide to the City documentation to demonstrate that any requirements by the owner of the existing 30" irrigation line within the property for the relocation of the irrigation line have been satisfied.
- j. Developer shall submit improvement plans for the outfalls at the Eastside Channel for review and approval by the City.
- k. Developer shall dedicate to the City a 8'- wide maintenance access easement along the west property line along the Eastside Channel from the Project to Pescadero Avenue. The Developer shall improve the maintenance access road per the requirements of Public Works Department and as approved by the City Engineer.

C.4.3. Sanitary Sewer

- a. The Developer shall design and construct all on-site sewer improvements in accordance with the City's Design Standards and Standard Specifications. The Developer shall submit improvement plans that include the design of the sanitary sewer line from the Property to the point of connection. The Developer is responsible for the cost of installing the Project's sanitary sewer connection, including but not limited to, replacing asphalt concrete pavement, reconstructing curb, gutter and sidewalk, restoring pavement marking and striping, and other improvements that are disturbed as a result of installing the Project's sanitary sewer connection.
- b. The City's responsibility to maintain on the sewer lateral is from the onsite sewer manhole at the right-of-way line/property line to the point of connection with the sewer main.
- c. The Developer 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 2017, the City had an unused capacity of approximately 1,960 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.4.4. Water System

- a. Developer shall comply with the recommendations of the Water Analysis.
- b. During the construction of the Project, the Developer is responsible for providing water infrastructure (temporary or permanent) capable of delivering adequate fire flows and pressure appropriate to the various stages of construction and as approved by the City of Tracy Fire Code Official.
- c. Interruption to the water supply to the existing businesses and other users will not be allowed to facilitate construction of improvements related to the Project. The Developer shall be responsible for notifying business owner(s) and users, regarding construction work. The written notice, as approved by the City Engineer, shall be delivered to the affected residents or business owner(s) at least 72 hours before start of work. Prior to starting the work described in this section, the Developer shall submit a Work Plan acceptable to the City that demonstrates no interruptions to the water supply, and Traffic Control Plan to be used during the installation of the offsite water mains and connections.
- d. Domestic and Irrigation Water Services – The Developer shall design and install domestic and irrigation water service connection, including a remote-read water meter (the water meter to be located within City's right-of-way) and a Reduced Pressure Type back-flow protection device in accordance with City Regulations. The domestic and irrigation water service connection(s) must be completed before the final inspection of the building. The City shall maintain water lines from the water meter to the point of connection with the water distribution main (inclusive) only. Repair and maintenance of all on-site water lines, laterals, valves, fittings, fire hydrant and appurtenances shall be the responsibility of the Developer.
- e. All costs associated with the installation of the Project's water connection(s) including the cost of removing and replacing asphalt concrete pavement, pavement marking and striping such as crosswalk lines and lane line markings on existing street or parking area(s) that may be disturbed with the installation of the permanent water connection(s), or domestic water service, and other improvements shall be paid by the Developer.
- f. Fire Service Line – Location and construction details of fire service line including fire hydrant(s) that are to serve the Project shall be approved by the City's Fire Code Official and Chief Building Official. Prior to the approval of the Improvement Plans, the Developer shall

obtain written approval from the City's Fire Code Official and Chief Building Official, for the design, location and construction details of the fire service connection to the Project, and for the location and spacing of fire hydrants that are to be installed or planned to serve the Project.

C.4.5. Roadway Improvements on Grant Line Road

- a. Prior to issuance of the temporary or final certificate of occupancy, the Developer shall complete construction of improvements on Grant Line Road and driveways in compliance with recommendations in the Traffic Analysis, and satisfy applicable requirements specified in these Conditions of Approval and City Regulations.
- b. The Developer shall design and install improvements to replace curb, gutter and sidewalk along the full frontage of the Project on E. Grant Line Road, install project driveways, modify traffic signal per the Traffic Analysis at Skylark Way, and modify striping on Grant Line Road for the full frontage of the Project. The roadway section for E. Grant Line Road shall comply with Figure 7B of North East industrial Specific Plan with 110' wide right-of-of-way. The improvement plans shall include all improvements and striping of E. Grant Line Road required to safely transition to the existing roadway improvements east and west of the Project Limits.
- c. Developer shall dedicate required right-of-way on E. Grant Line Road to provide 15' right-of-way behind the face of curb to include 8' wide landscape, 5' wide sidewalk and 2' wide landscape strip behind the sidewalk. Prior to issuance of temporary or final certificate of occupancy, the Developer shall prepare and record Grant Deed documents for the right-of-way with San Joaquin County Recorder's Office. The City will assume responsibility to maintain the public improvements and accept the offer of dedication for right-of-way on E. Grant Line Road after the City Council accepts the public improvements.
- d. Developer shall dedicate 10-foot wide Public Utility Easement for the full frontage of the Project on Grant Line Road.
- e. The roadway improvements to be constructed with this Project shall include, but are not limited to, concrete curb, gutter and sidewalk, accessible ramps, asphalt concrete pavement, signing and striping, storm drains, catch basins, fire hydrants, traffic signal, LED street lights, landscape with automatic irrigation system, and other improvements as determined by the City Engineer that are necessary

for a safe transition from a newly improved street to existing street sections on the east and west ends.

- f. The roadway improvements must be designed and constructed by the Developer to meet the applicable requirements of the latest edition of the California Department of Transportation Highway Design Manual (HDM) and the California Manual of Uniform Traffic Control Devices (MUTCD), the applicable City Regulations, and these Conditions of Approval. Design and construction details of the Offsite Roadway Improvements must be shown on the Improvement Plans.
- g. Upon completion of street improvements on E. Grant Line Road, including overlay at utility cuts as required per these Conditions, the Developer shall slurry seal the entire street width for the project frontage prior to restriping.
- h. The Developer shall take all steps necessary to plan and construct site improvements such that construction operations do not impact safety and access (including emergency vehicles) to the existing businesses, farms and residences throughout the duration of construction. Developer shall coordinate with the owners and cooperate to minimize impacts. All costs of measures needed to provide safe and functional access shall be borne by the Developer.
- i. In order to guarantee completion of the Offsite Roadway Improvements, the Developer is required to enter into an Offsite Improvement Agreement (OIA) with the City and post improvement security in the amounts approved by the City Engineer, prior to the Encroachment Permit. The OIA requires authorization from the City Council. The Developer shall pay applicable engineering review fees such as plan checking, agreement and permit processing, testing, and construction inspection fees based on current charge rate and as required by these Conditions of Approval, or fees specified in the Development Agreement (as applicable).

C.4.6. Project Driveways:

The Developer shall install three driveways along E. Grant Line Road accordance with the recommendations of the *Traffic Analysis* and City Regulations. Project driveways shall be designed for STAA truck access and provide adequate safe sight distances.

- a. Per the Traffic Analysis recommendations, the easterly driveway shall be designed to operate as a full access driveway with modifications to the existing traffic signal at Skylark Way. The Developer shall design and complete installation of the traffic signal modifications prior to

issuance of temporary or final Certificate of Occupancy for the Project. The Developer shall pay for all costs relating to design, construction and inspection for the traffic signal. Additional right-of-way may be required to accommodate modifications to the existing traffic signal.

- b. Developer shall record joint access easement at the easterly driveway for the benefit of the parcel to the east.
- c. The Developer shall enter into an Off-site Improvement Agreement and post required security to guarantee installation of the traffic signal modification at the easterly driveway. The Developer shall dedicate required easements for maintenance access of the on-site traffic signal loops and any associated traffic signal equipment.
- d. The Developer may request 1) formation of a Benefit District in accordance with the requirements of the Tracy Municipal Code to request reimbursement of costs in excess of Developer's fair share for the design and installation of the traffic signal modifications at the easterly driveway and associated intersection improvements.
- e. Per the Traffic Analysis recommendations, the middle driveway shall be designed and constructed to operate as a "Right-in and Right-out" Only.
- f. The westerly driveway shall be designed and constructed per recommendations in the Traffic Analysis and City Standards. Any modifications to existing driveway serving the fire station located west of the Project shall be designed and constructed by the Developer. No reimbursement or fee credits shall be applicable for improvements on the fire station parcel. Developer shall prepare plans for all improvements required to be constructed on the fire station parcel for review and approval by the City Engineer and Fire Marshall. Improvements may include repairs and replacement of landscape and curb adjacent to the proposed fence on the Fire Station parcel.

C.4.7. Traffic Control Plan:

Prior to starting the work for any work within City's right-of-way, the Developer shall submit a Traffic Control Plan 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.

- C.4.8. Joint Utility Trench Plans – The Developer shall submit Joint Utility Trench plans for the installation of electric, gas, telephone and TV cable main and

service lines that are necessary to be installed to serve the Project. These utilities shall be installed within the PUE.

C.4.9. All private utility services to serve Project such as electric, telephone and cable TV must be installed underground, and to be installed at the location approved by the respective owner(s) of the utilities from the street or an existing utility easement to the building. The Developer shall submit improvement plans for the installation of new electric, gas, telephone and TV cable lines to serve the Project.

C.4.10. The Improvement Plans shall include details regarding the relocation/ preservation of the existing easements such as gas line easement, pole line easement and irrigation easement(s) within the Project. All overhead lines and poles within the Project and along frontage shall be removed and placed underground.

C.4.11. Street Cut(s): When street cuts are made for installation of utilities, the Developer is required to install 2-inch thick asphalt concrete overlay with reinforcing fabric at least 25 feet from all sides and for the entire length of the utility trench. A 2-inch deep grind on the existing asphalt concrete pavement will be required where the asphalt concrete overlay will be applied and shall be uniform thickness in order to maintain current pavement grades, cross and longitudinal slopes. If the utility trench extends beyond the median island, the limit of asphalt concrete overlay shall be up to the lip of existing gutter located along that side of the street.

C.4.12. The Developer shall be responsible for any repairs or reconstruction of street pavement, curb, gutter and sidewalk and other public improvements along the frontage of the Project along Grant Line Road, if determined by the City Engineer to be in poor condition or damaged by construction activities related to the Project.

C.5. Building Permit:

No building permit within the Project boundaries will be approved by the City until the Developer demonstrates, to the satisfaction of the City Engineer, compliance with all required Conditions of Approval, including, but not limited to, the following:

C.5.1. Payment of the Fees for Citywide Roadway and Traffic, Water, Recycled Water, Wastewater, Public Safety, Public Facilities, and Park per the Master Plan

C.5.2. Storm Drainage and wastewater conveyance fee applicable for the project shall be in accordance with the Fee Analysis and AB 1600 Report prepared by Harris & Associates.

- C.5.3. Payment of San Joaquin County Facilities Fees as required in Chapter 13.24 of the Tracy Municipal Code, and these Conditions of Approval.
- C.5.4. Payment of the Regional Traffic Impact Fees (RTIF) as required in Chapter 13.32 of the Tracy Municipal Code and these Conditions of Approval.
- C.5.5. The Lot Line Adjustment / Lot Merger shall be recorded prior to issuance of Building Permit.

C.6. Acceptance of Public Improvements:

Public improvements will not be accepted by the City Council until after the Developer completes construction of the relevant public improvements, and also demonstrates to the City Engineer satisfactory completion of the following:

- C.6.1. Correction of all items listed in the deficiency report prepared by the assigned Engineering Inspector relating to public improvements subject to City Council's acceptance.
- C.6.2. Certified "As-Built" Improvement Plans (or Record Drawings). Upon completion of the construction by the Developer, the City shall temporarily release the originals of the Improvement Plans to the Developer so that the Developer will be able to document revisions to show the "As Built" configuration of all improvements.

C.7. Temporary or Final Building Certificate of Occupancy:

No Temporary or Final Building Certificate of Occupancy will be issued by the City until the Developer provides reasonable documentation which demonstrates, to the satisfaction of the City Engineer, that:

- C.7.1. The Developer has satisfied all the requirements set forth in Condition C.6, above.
- C.7.2. Prior to issuance of the Certificate of Occupancy for the project, the Developer shall grant access rights to the City for the use, operation, repair, and maintenance of traffic detecting loops, wires, conduits, and pull boxes that will be located within the Property. The Developer shall submit a signed and notarized Grant of Easement and provide legal description and plat map that describes the easement area. The Developer shall pay for the cost of dedicating easement and preparing the legal description and plat map.
- C.7.3. The Developer has completed construction of all required public facilities for the building for which a certificate of occupancy is requested and all

the improvements required in these Conditions of Approval. Unless specifically provided in these Conditions of Approval, or some other applicable City Regulations, the Developer shall use diligent and good faith efforts in taking all actions necessary to construct all public facilities required to serve the Project, and the Developer shall bear all costs related to construction of the public facilities (including all costs of design, construction, construction management, plan check, inspection, and contingency).

C.8. Special Conditions

- C.8.1. All existing on-site wells, if any, shall be abandoned or removed in accordance with the City and San Joaquin County requirements. The Developer 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. The Developer shall submit a copy of written approval(s) or permit(s) obtained from San Joaquin County regarding the removal and abandonment of any existing well(s), prior to the issuance of the Grading Permit.
- C.8.2. If tile drain system (irrigation system installed decades ago by farmers or irrigation districts) exists within the Project that also runs to the adjacent properties, the Developer shall coordinate with the owners of the neighboring properties for the relocation of affected tile drains, installation of interceptors and reconnecting to the outfall system. The Developer is fully responsible for any damage, repair and maintenance from the Project's activities including but not limited to all type of construction, the weight of the building and vehicular movements to existing tile drain system within the Project. The Developer shall indemnify, defend, and hold harmless the City (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) resulting from or arising out of merely the existence of the tile drain system and interceptors or from damaged or undamaged existing underground tile drain system issues by Developer or Developer's agents, representatives, contractors, subcontractors, or employees, adjacent property owner or adjacent property owner's agents, representatives, contractors, subcontractors, or employees.
- C.8.3. 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.8.4. Nothing contained herein shall be construed to permit any violation of relevant ordinances and regulations of the City of Tracy or other public agency having jurisdiction. This Condition of Approval does not preclude the City from requiring pertinent revisions and additional requirements to the Grading Permit, Encroachment Permit, Building Permit, and Improvement Plans, if the City Engineer finds it necessary due to public health and safety reasons, and it is in the best interest of the City. The Developer shall bear all the cost for the inclusion, design, and implementations of such additions and requirements, without reimbursement or any payment from the City.

RESOLUTION 2018-_____

APPROVING AN OFFSITE IMPROVEMENT AGREEMENT FOR THE CONSTRUCTION OF FRONTAGE IMPROVEMENTS FOR THE INDUSTRIAL PROPERTIES TRUST BUILDING 2, 1207 EAST GRANT LINE ROAD

WHEREAS, In November 21, 2017 the Development Services Director approved Development Review Application No. D17-0017 for the McLaughlin Industrial Building 2 subject to certain conditions of approval, including the construction of concrete curb, gutter and sidewalk, accessible ramps, asphalt concrete pavement, signing and striping, storm drains, catch basins, sewer lateral connection, fire hydrants, traffic signal, LED street lights, landscape with automatic irrigation system and other associated improvements on East Grant Line Road along and adjacent to the project frontage, and

WHEREAS, These frontage improvements are required to be constructed prior to building occupancy of the Industrial Properties Trust (IPT) Building 2 development and are non-program improvements, which means that constructing these improvements will not entitle the Developer to any fee credits, and

WHEREAS, The Developer has executed the Offsite Improvement Agreement and submitted the required security to guarantee completion of the frontage improvements on East Grant Line Road, 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 construction of engineering inspection and processing the agreement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Offsite Improvement Agreement for the IPT Building 2 development.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 16th day of October 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

October 16, 2018

AGENDA ITEM 1.M

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING FIRM MARK THOMAS AND COMPANY OF SACRAMENTO, CALIFORNIA, TO PROVIDE ENVIRONMENTAL DOCUMENTS, PLANNING, ENGINEERING, RIGHT OF WAY ACQUISITION ASSISTANCE, AND ENGINEERING SUPPORT DURING CONSTRUCTION SERVICES FOR I-205 AND I-580 / MOUNTAIN HOUSE INTERCHANGE IMPROVEMENTS – CIP 73146 & 73147 AND FIND IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL SELECTION PROCESS FOR THE PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATES, RIGHT OF WAY ACQUISITION AND CONSTRUCTION SUPPORT SERVICES

EXECUTIVE SUMMARY

In July of 2016, the City issued a Request for Proposal for the Project Approval and Environmental Documents (PA&ED) for the modification of two existing interchanges located on the International Park of Commerce Boulevard (formerly Mountain House Boulevard) ("Project"). The City received six proposals and staff selected Mark Thomas and Company (Consultant) as the best qualified consultant to perform these services. Initially, Prologis elected, per their Development Agreement, to have their own consultant prepare the PA&ED, with the City providing oversight of the Project. Recently and due to an aggressive time line / project document delivery schedule, Prologis and staff agreed that the City should resume the technical leadership of the Project.

In addition, given progress in the project, the City is now in need of services for the Plans, Specifications and Engineer's Estimates (PS&E), Right of Way Acquisition support, and Engineering Support during Construction for this Project. Staff recommends that, based on the original RFP selection and expediency in completing the project through to construction, Mark Thomas is the best qualified engineering consultant for this Project. Therefore, staff recommends that Mark Thomas and Company be awarded a Professional Services Agreement (PSA) to provide lead PA&ED and PS&E services, as well as Right of Way Acquisition Support and Engineering Support during Construction (to including bidding process support).

DISCUSSION

The City of Tracy is the responsible agency under a cooperative agreement with Caltrans for the completion of project environmental documents for the I-580 and I-205 Interchanges at the International Park of Commerce Boulevard. Prologis elected to complete the required documents with their design team in accordance with the Cordes Ranch Development Agreement. Therefore, on April 5, 2017, the City entered into a PSA with Mark Thomas to perform a preliminary peer review of the Developer's design team documents for a not to exceed amount of \$49,987. Mark Thomas was selected as the best qualified engineering consultant for this project in the fall of 2016 in a Request for Proposal process.

Due to the Development Agreement with Prologis to complete the interchange designs and PA&ED preparation, it was necessary to amend the PSA with Mark Thomas to provide additional peer review services for a not to exceed amount of \$161,431. That amendment was approved by City Council on September 19, 2017 by Resolution No. 2017-186.

The City was awarded a grant under the SB1 Road Repair and Accountability Act of 2017 via the Trade Corridor Enhancement Program (TCEP) for approximately \$13M. The TCEP grant has a time line and project milestones, which must be met to ensure that funding is secured. In order to best meet the aforementioned milestones, the City resumed the role of technical lead of the Project to prepare final PA&ED documents as the lead for Caltrans approval. To further ensure that the milestones are met for this Project on an aggressive timeline, staff is proposing that the scope of work for Mark Thomas include the preparation of the PS&E, Right of Way Acquisition Support, and Engineering Support during Construction (to including bidding process support). Although normally acquired through a separate RFP process, having Mark Thomas provide these services as well is beneficial due to their familiarity to the Project, their availability, and ability to meet the required time lines and milestones. The revisions in scope of work to have Mark Thomas and Company take the lead of the PA&ED and PS&E scope of work is \$1,777,834 for CIP 73146, and \$2,520,202 for CIP 73147, with a cost not to exceed a combined total of \$4,298,036.

As aforementioned, the selection of a consultant for these additional services would typical follow a separate formal RFP process. Under Tracy Municipal Code Section 2.20.140 (b)(6), City Council can approve an exception to the formal RFP process upon finding that compliance with the formal selection process is not in the best interest of the City. Here, staff recommends that Council find that foregoing the formal RFP process for this additional scope of work is in the best interest of the City because Mark Thomas was previously selected for the initial phases of this work in 2016, they have completed services for this Project to the satisfaction of the City, have previous experience with Caltrans, and have the skills and specific Project-related knowledge to meet time sensitive schedule.

STRATEGIC PLAN

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

FISCAL IMPACT

There is sufficient funds available in the Council approved capital budgets of CIP 73146 and CIP 73147 to fund the Professional Services Agreement with Mark Thomas and Company.

RECOMMENDATION

Staff recommends that City Council, approve a new Professional Services Agreement with Mark Thomas and Company to provide documents for PA&ED, PS&E, right of

way acquisition support, and construction support during construction services for I-205 and I-580 / Mountain House interchanges modifications, CIP 73146 & 73147, and find that it is the best interest of the City to forego the formal selection process for the PS&E, right of way acquisition, and construction support services.

Prepared by: Matthew Brown, PE, Associate Civil Engineer
Zabih Zaca, PE, Senior Civil Engineer

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – PSA with Mark Thomas and Company, Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT MTCo-2
FOR
PROJECT APPROVAL (PA), ENVIRONMENTAL DOCUMENT (ED), AND PLANS,
SPECIFICATIONS AND ESTIMATES (PS&E) FOR
MODIFICATION OF I-205 and I-580 / MT. HOUSE EXISTING INTERCHANGES
CIP NOS. 73146 & 73147

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF TRACY, a municipal corporation (hereinafter "CITY"), and Mark Thomas and Company, Inc., a California corporation (hereinafter "CONSULTANT").

RECITALS

- A. CONSULTANT is a registered professional engineer.
- B. CONSULTANT services are needed to complete Project Approval (PA); an Environmental Document (ED), and Plans Specifications and Estimates (PS&E) to modify existing I-205 / Mt. House interchange along I-205 CIP 73146 AND I-580/Mountain House Parkway Interchange, CIP 73147 (herein after "Project").
- C. On March 14, 2016 the City issued a Request For Proposals for PA&ED design services for Project. At the request of CITY, on April 18, 2016, CONSULTANT submitted its proposal to perform the services described by this Agreement. CITY selected CONSULTANT as the best qualified candidate.
- D. Prologis elected, per their Development Agreement, to have their own consultant prepare the PA&ED for this Project, with the City providing oversight and peer review support..
- E. The CITY now seeks to enter into this Agreement from the original PA and ED scope with the CONSULTANT and execute a new Agreement where the CONSULTANT provides the PA and ED scope and the additional PS&E scope. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement
- F. On October 16, 2018, the City Council authorized the execution of this Agreement via Resolution No. 2018-_____

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference. The services shall be performed by, or under the direct supervision of, CONSULTANT's Authorized Representative: **Matt Brogan.** CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in Exhibit "A," nor shall CONSULTANT use any subcontractors or subconsultants, without the prior written consent of the CITY.
2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to

unless otherwise modified in writing in accordance with this Agreement. CONSULTANT shall commence 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 commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CONSULTANT shall submit all requests for extensions of time to the CITY in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. CITY shall grant or deny such requests at its sole discretion.

- 3. INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. CONSULTANT is not CITY's employee and CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. Contractors and CONSULTANTS are free to work for other entities while under contract with the CITY. Contractors and CONSULTANTS are not entitled to CITY benefits.
- 4. CONFLICTS OF INTEREST.** CONSULTANT (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT's conflicting interest may be terminated by the CITY.
- 5. COMPENSATION.**

 - 5.1.** For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. CONSULTANT's compensation for this Agreement is Not To Exceed \$4,298,036. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount without the prior written approval of the CITY.
 - 5.2.** CONSULTANT shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.
 - 5.3.** Within thirty (30) days after the CITY's receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by the CITY.
- 6. TERMINATION.** The CITY may terminate this Agreement by giving ten (10) days written notice to CONSULTANT. Upon termination, CONSULTANT shall give the CITY all original documents, including preliminary drafts and supporting documents, prepared by CONSULTANT for this Agreement. The CITY shall pay CONSULTANT for all services satisfactorily performed in accordance with this Agreement; up to the date notice is given.

7. **OWNERSHIP OF WORK.** All original documents prepared by CONSULTANT for this Agreement, whether complete or in progress, are the property of the CITY, and shall be given to the CITY at the completion of CONSULTANT's services, or upon demand from the CITY. No such documents shall be revealed or made available by CONSULTANT to any third party without the prior written consent of the City.
9. **INDEMNIFICATION.** As provided in Civil Code Section 2782.8 (a) and (e), to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless (but not defend) CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the CONSULTANT (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the CONSULTANT (and its Subconsultants) and the CITY in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or CITY for which CONSULTANT is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONSULTANT.

10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Tracy Business License.
11. **INSURANCE.**
- 11.1. **General.** CONSULTANT shall, throughout the duration of this Agreement, maintain insurance to cover CONSULTANT, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.
- 11.2. **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.
- 11.3. **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.
- 11.4. **Workers' Compensation** coverage shall be maintained as required by the State of California.
- 11.5. **Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of CONSULTANT in an amount not less than \$1,000,000 per claim.

- 11.6. Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:
- 11.6.1** The CITY (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."
- 11.6.2** For any claims related to this Agreement, CONSULTANT's coverage shall be primary insurance with respect to the CITY. Any insurance maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- 11.7. Notice of Cancellation.** CONSULTANT 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.
- 11.8. Authorized Insurers.** All insurance companies providing coverage to CONSULTANT shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- 11.9. Insurance Certificate.** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than five (5) days after the execution of this Agreement.
- 11.10. Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.
- 11.11. CONSULTANT's Obligation.** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever (including indemnity obligations under this Agreement), and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 12. ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'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.
- 13. NOTICES.**
- 13.1** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:
Zabih Zaca, P.E.
Senior Civil Engineer
City of Tracy

To CONSULTANT:
Matt Brogan, PE.
Mark Thomas & Company
7300 Folsom Boulevard,

333 Civic Center Plaza
Tracy, CA 95376

Suite 203
Sacramento, CA 95826

- 13.2** Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.
- 14. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.
- 19. COMPLIANCE WITH THE LAW.** CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
- 20. STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to CONSULTANT's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.


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

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

CITY OF TRACY

CONSULTANT
Mark Thomas & Company, Inc

By: Robert Rickman
Title: MAYOR
Date: _____




By: ~~Robert A. Himes~~ Zachary Siviglia
Title: ~~President~~ Vice President
Date: 10/10/18

Attest:

Fed. Employer ID No.
94-1451490

By: Adrienne Richardson
Title: CITY CLERK
Date: _____



By: Matthew (Matt) Brogan
Title: Secretary
Date: 10/10/18

Approved As To Form:

By: Thomas Watson
Title: CITY ATTORNEY
Date: _____

Exhibits:

- A Scope of Services, including personnel and time of performance (see Agreement sections 1 and 2.)
- B Compensation (See Agreement section 5.)



City of Tracy
Mountain House Interchange at I-205
Project Report and Environmental Document

This Exhibit A contains Consultant Mark Thomas & Company, Inc.'s scope of work to complete the Preliminary Engineering & Environmental Documentation (PA&ED) Phase, Right of Way engineering, and final Plans, Specifications, and Estimates (PS&E) for the I-205/Mountain House Parkway Interchange.

Mark Thomas will coordinate the following Scope of Work with the entire Project Team to complete the technical reports required for the PA&ED phase and deliver the final plans, specifications and estimates for the Project. Generally, this will include project management, topographic surveying and base mapping, environmental and project approvals preliminary and final engineering, Right of Way engineering, bidding and construction services. Mark Thomas will also coordinate all design submittals and QA/QC for the project design. Mark Thomas will serve as the central coordinator for all activities between the consulting team, California Department of Transportation (Caltrans), City staff, and other regulatory agencies.

The following scope of work outlines the tasks required to complete these tasks.

TASK 1 - PROJECT MANAGEMENT

1.1 Project Management

Mark Thomas will manage the project team, which includes managing the team, general project coordination, preparing contract paperwork, memo's, letters and e-mail, making phone calls, preparing invoices and monthly progress report and maintaining project files.

1.2 Caltrans PDT Meetings

Mark Thomas will establish a Caltrans Project Development Team (PDT) including members of the design team, City, Caltrans, San Joaquin County (if desired) and other individuals critical to the project delivery. This scope assumes a total of 10 face-to-face meetings over the anticipated 18-month schedule.

1.3 QA/QC

Mark Thomas will complete and document an independent technical review of each major submittal.

Deliverables:

- *Meeting notes and agendas*
- *Monthly Invoices and Progress Reports*
- *Project schedule*
- *Documentation of QA/QC Reviews*

General Assumptions:

- All deliverables will be in electronic format, except where noted



- The schedule for all deliverables and meetings for I-205 and I-580 will be essentially coincidental. If one project is delayed, additional meeting will be authorized as a change in scope.

TASK 2 - BASE MAPPING and UTILITY COORDINATION

2.1 - Base Mapping

Mark Thomas will update the City provided base map to include the ongoing ramp widening work. We assume the existing mapping will be provided in its native electronic CADD format.

2.2 - Data Gathering

Mark Thomas will identify and assemble existing data, such as as-built drawings, GIS information, existing studies/ reports and development agreements.

2.3 - Supplemental Topographic Mapping

Perform supplemental field surveys to identify and locate key features within the project limits, including cross section, topography of existing structures and points of structure minimum clearances. This information will be added to the base mapping. We have assumed no more than 3 days of survey crew time will be required at each location.

2.4 - Utility Coordination

Mark Thomas will prepare Utility "A" Letters to request updated utility information for their facilities. We assume Mark Thomas will mail the "A" letters and track the responses.

Deliverables:

- *Updated Base Maps*
- *Utility "A" letters*
- *Utility Tracking Spreadsheet at project close-out*

TASK 3 -PRELIMINARY ENGINEERING

3.1 - Conceptual Alignments

Mark Thomas will develop alternatives that are consistent with the need and purpose statement. This task includes alternatives screening for up to two (2) alternatives, including Intersection Control Evaluation (ICE). The purpose of the concept alignments is to refine alternatives to be carried forward into the GAD's under Task 3.3.

3.2 - Traffic Modeling And Analysis

3.2.1 – Traffic Analysis Approach and Methodology Technical Memorandum

The traffic forecasts will be used to develop Construction (Opening) Year 2022 Synchro/SimTraffic traffic analysis models for No Project and With Project (Partial Cloverleaf interchange) AM and PM Peak Hour Conditions. Based on the Cordes Ranch EIR there is an intersection (Road A) proposed south of the interchange (about 1,000 feet) that will be included in the opening and design year analysis. Delay, LOS, and 95th percentile queues will be presented for each of the following three (3) study locations:

1. I-205 Westbound Ramps/Mountain House Parkway;



2. I-205 Eastbound Ramps/Mountain House Parkway; and
3. Road A / Mountain House Parkway.

Fehr & Peers will analyze the study intersections under AM and PM peak hour conditions using the Caltrans District 10 approved Synchro/SimTraffic 10 software. The traffic simulation analysis will model the effects of vehicle queues on intersection capacity more accurately than the macroscopic equations provided by the Highway Capacity Manual (HCM). Peak hour factors will be based on the traffic counts. Peak hour delay and level of service will be calculated for each intersection consistent with HCM - 67th Edition analysis procedures. The traffic simulation results will be based on a statistically valid set of multiple runs using different random value seeds according to Caltrans' *Guidelines for Applying Traffic Microsimulation Modeling Software*. The Synchro models will be converted to micro-simulation (SimTraffic) to determine existing intersection delay, level of service and 95th percentile queues by movement for each of the three study locations.

The required ramp metering storage will be calculated using the following formula:

$$\text{Desired Ramp Metering Storage} = 0.07 * \text{Design Year Peak Hour Volume}$$

The traffic forecasts will be used to analyze Construction (Opening) Year 2022 for the I-205 mainline and ramp junctions (AM and PM peak hour) for No Project and With Project (Partial Cloverleaf interchange) AM and PM Peak Hour Conditions for the following freeway mainline, on-ramps and off-ramps.

The Highway Capacity Software (HCS) -6th Edition will be used to evaluate all freeway mainline, on-ramp merge, and off-ramp diverge sections. Weaving analysis, if necessary, will be consistent with the methodologies presented in Chapter 500 (Leisch Method) of the Caltrans Highway Design Manual (HDM). The following locations will be evaluated for the AM and PM peak hour:

Freeway Segments:

- I-205 between I-580 and Mountain House Parkway (both directions) – basic freeway analysis
- I-205 between Mountain House Parkway and 11th Street (both directions) – basic freeway analysis
- I-205 between 11th Street and Grant Line Road (both directions) – basic freeway analysis
- I-205 westbound on-ramp from Mountain House Parkway – merge analysis
- I-205 westbound off-ramp to Mountain House Parkway – diverge analysis
- I-205 eastbound loop on-ramp from Mountain House Parkway - merge analysis
- I-205 eastbound diagonal on-ramp from Mountain House Parkway – merge analysis
- I-205 eastbound off-ramp to Mountain House Parkway – diverge analysis
- I-205 westbound on-ramp from 11th Street – merge analysis
- I-205 eastbound off-ramp to 11th Street – diverge analysis

Freeway density and level of service will be presented for each study mainline section.

Freeway Ramps:

1. I-205, westbound off ramp to Mountain House Parkway
2. I-205, westbound on-ramp from Mountain House Parkway



3. I-205, eastbound off ramp to Mountain House Parkway
4. I-205, eastbound loop on-ramp from Mountain House Parkway
5. I-205, eastbound diagonal on-ramp from Mountain House Parkway
6. I-205, westbound on-ramp from 11th Street
7. I-205, eastbound off-ramp to 11th Street

3.2.2 – Collision and Network Wide Performance Analysis

Fehr & Peers will prepare a collision summary for I-205 between I-580 and 11th Street based on Caltrans TASAS data for the most recent available five-year period (three-year period is five-year period is not available).

In addition, based on Caltrans requirements, we will also analyze the following network wide performance measures for Construction Year 2022, Interim Year 2032 and Design Year 2042 AM and PM peak hour Conditions:

- Total Vehicle Hours of Delay;
- Total Stops;
- Vehicle Miles of Travel;
- Vehicle Hours Travelled;
- Total Fuel Consumption;
- Total Vehicle Emissions; and
- Percent Demand Served.

3.2.3 – Interim Year 2032 Intersection and Freeway Operations Analysis

The traffic forecasts will be used to develop Interim Year 2032 Synchro/SimTraffic traffic analysis models for No Project and With Project (Partial Cloverleaf interchange) AM and PM Peak Hour Conditions. Delay, LOS, and 95th percentile queues will be presented for each of the following three (3) study locations:

1. I-205 Westbound Ramps/Mountain House Parkway;
2. I-205 Eastbound Ramps/Mountain House Parkway; and
3. Road A / Mountain House Parkway.

Fehr & Peers will analyze the study intersections under AM and PM peak hour conditions using the Caltrans District 10 approved Synchro/SimTraffic 10 software. Peak hour delay and level of service will be calculated for each intersection consistent with HCM - 67th Edition analysis procedures. The Synchro models will be converted to micro-simulation (SimTraffic) to determine existing intersection delay, level of service and 95th percentile queues by movement for each of the three study locations.

The required ramp metering storage will be calculated using the following formula:

$$\text{Desired Ramp Metering Storage} = 0.07 * \text{Design Year Peak Hour Volume}$$



The traffic forecasts will be used to analyze Interim Year 2032 for the I-205 mainline and ramp junctions (AM and PM peak hour) for No Project and With Project (Partial Cloverleaf interchange) AM and PM Peak Hour Conditions for the freeway mainline, on-ramps and off-ramps. The Highway Capacity Software (HCS) -6th Edition will be used to evaluate all freeway mainline, on-ramp merge, and off-ramp diverge sections. Weaving analysis, if necessary, will be consistent with the methodologies presented in Chapter 500 (Leisch Method) of the Caltrans Highway Design Manual (HDM). The following locations will be evaluated for the AM and PM peak hour:

3.2.4 – Design Year 2042 Intersection and Freeway Operations Analysis

The traffic forecasts will be used to develop Design Year 2042 Synchro/SimTraffic traffic analysis models for No Project and With Project (Partial Cloverleaf interchange) AM and PM Peak Hour Conditions. Delay, LOS, and 95th percentile queues will be presented for each of the following three (3) study locations:

1. I-205 Westbound Ramps/Mountain House Parkway;
2. I-205 Eastbound Ramps/Mountain House Parkway; and
3. Road A / Mountain House Parkway.

The Synchro models will be converted to micro-simulation (SimTraffic) to determine existing intersection delay, level of service and 95th percentile queues by movement for each of the three study locations.

The required ramp metering storage will be calculated using the following formula:

$$\text{Desired Ramp Metering Storage} = 0.07 * \text{Design Year Peak Hour Volume}$$

The traffic forecasts will be used to analyze Design Year 2032 for the I-205 mainline and ramp junctions (AM and PM peak hour) for No Project and With Project (Partial Cloverleaf interchange) AM and PM Peak Hour Conditions for the freeway mainline, on-ramps and off-ramps. The Highway Capacity Software (HCS) -6th Edition will be used to evaluate all freeway mainline, on-ramp merge, and off-ramp diverge sections. Weaving analysis, if necessary, will be consistent with the methodologies presented in Chapter 500 (Leisch Method) of the Caltrans Highway Design Manual (HDM). The following locations will be evaluated for the AM and PM peak hour:

3.2.5 - Traffic Operations Analysis Report and Project Development Team Meetings

Fehr & Peers will prepare the Traffic Operations Analysis Report (TOAR) summarizing the results and findings in a Word document with Appendices. We will submit the Draft TOAR to the Project Development for one round of review and written comments. Fehr & Peers has budgeted up to sixteen (16) hours to respond to written comments and prepare the Final Draft Traffic Operations Report for submittal to Caltrans. After we address the second and final round of comments, we will prepare the Final TOAR to submit to Caltrans. Fehr & Peers has budgeted up to eight (8) hours to respond to Caltrans comments and prepare the Final Traffic Operations Analysis Report. We will submit the Final TOAR in both hard copy and electronic format. Fehr & Peers will attend up to six (6) in-person meetings (PDT, focused technical meetings, public meeting, etc.) as directed by the City of Tracy.



3.3 - Geometric Approval Drawings

For the Draft and Final Project Report, Mark Thomas will prepare Geometric Approval Drawings (GAD's) for Caltrans review and approval. The purpose of the GAD's is to identify sufficient environmental impacts, right of way footprint and necessary design exceptions. The GAD's will show alignment, superelevation, profile and typical cross sections. The profile will be sufficient for the PA& ED phase but may need to be refined with additional survey data during final design phase. This scope includes development of two (2) GAD alternatives. Development of DIB 78 will also be included.

Deliverables

- *Draft and Final GAD's*

3.4 - Cost Estimates

Mark Thomas will complete cost estimates for each alternative per the standard Caltrans 11-page estimate format.

Deliverables

- *Preliminary Project Cost estimates*

3.5 - Storm Water Data Report

Update the Storm Water Data Report (SWDR) that was prepared earlier for the PID phase.

Deliverables

- *Draft and Final SWDR*

3.6 - Preliminary Drainage Study

Mark Thomas will obtain all relevant drainage information, including storm drain facilities, ditches, pipe location and sizes, local rainfall intensities and flows. A hydrologic analysis will be completed to develop watershed boundaries for the areas draining to this project, flows based on Caltrans standards, and preliminary drainage concepts.

A drainage report will be developed based on Caltrans guidelines. The report will include, but not be limited to, detailed discussions of the following: existing conditions, off-site hydrology and hydraulics, onsite roadway drainage, existing and post project drainage patterns, storm water quality, and other topics of significance.

Deliverables

- *Draft & Final Drainage Report*



3.7 - Risk Management Plan

The plan will be prepared to PA&ED phase standards and submitted to Caltrans for approval as part of the draft and Final Project Report.

Deliverables

- Included with Project Report

3.8 - Design Decision Document

During the refinement of the project alternatives Mark Thomas will identify features that do not meet current Caltrans Design Standards. If design exceptions are required Mark Thomas will prepare Design Decision Document (DDD). The DDD will be submitted to Caltrans for approval and will be included as an attachment to the Draft Project Report. Because it is unknown and cannot be known at this time whether or not a DDD will be required Mark Thomas has assumed no more than two (2) design exceptions.

A Design Information Bulletin 78 design checklist will be submitted with the preliminary drawings for viable alternatives. The checklist documents conformance with applicable design standards. We anticipate one (1) review by Caltrans and incorporating their comments.

Deliverables:

- Design Exception Fact Sheets,
- *Design checklist (DIB 78)*

3.9 - Traffic Management Plan

Consistent with Caltrans standards, Mark Thomas will prepare a Traffic Management Plan (TMP) checklist and for inclusion in the PR. This will include a review of traffic control restrictions, recommendations for anticipated lane closures, construction staging/traffic requirements, COZEEP requirements, and a review of construction strategies. The TMP will be submitted to Caltrans for approval and will be included as an attachment to the Project Report

Deliverables

- *TMP Checklist*

3.10 - Prepare Project Report

Mark Thomas will prepare the Draft and Final Project Report (PR) for distribution, review and approval by City, Caltrans, and selected PDT members.

Concurrent with environmental document submittals, Mark Thomas will prepare the Project Report (PR) for distribution, review and approval by Caltrans, and the rest of the PDT. The PR will be prepared in conformance with Caltrans Project Development Procedures Manual latest October 2016 guidelines and will include the supporting information (GADs, Traffic Studies, Cost Estimates, etc.) listed above.



The report will be prepared and approved in two versions; the Draft PR requests approval to circulate environmental document, and the Final PR requests approval of project. Each version of the above reports will be submitted in Draft Form (full District circulation), Draft Final (limited, management review) and Final Form (District circulation copies), for a total of six submittals.

Deliverables

- *First draft of Draft Project Report*
- *Second Limited draft of Draft Project Report*
- *Draft Project Report*
- *First draft of Final Project Report*
- *Second Limited draft of Final Project Report*
- *Final Project Report*

TASK 4 ENVIRONMENTAL PROCESS – OPTIONAL TASK

Upon approval from the City of Tracy, ICF will complete additional environmental clearance work for the I-580 Interchange.

4.1 - Project Management and Meetings

ICF will attend up to 12 PDT or focus meetings, 8 in person at the Caltrans District 10 office in Stockton and 4 via conference call. This is based on a schedule of approximately 18 months to complete FED. This task also includes coordination with Mark Thomas. We assume that these meetings will coincide with PDT meetings for the I-580/Mountain House Interchange project. This task also includes project management tasks, such as coordinating internal staff, contributing to schedule updates, invoicing, and contracting.

4.2. - Environmental Technical Studies/Research

For all technical studies we assumed that Mark Thomas will review the administrative draft in electronic format and provide comments. ICF will incorporate Mark Thomas' comments and submit the report to Caltrans. We assume that there will be no more than two rounds of review by Caltrans. We assume that ICF will deliver electronic copies of drafts to Caltrans and up to 3 hard copies of the final documents.

4.2.1. - Aesthetics/Visual Resources

The Visual Impact Assessment is complete, but does not address the most recent project description. To address the revised project, ICF will analyze impacts of the full build alternative and include the revised project description and figures to the existing VIA. Any boilerplate or regulatory information will also be updated. This scope of work assumes that photo simulations will not be necessary.

4.2.2 - Cultural Resources



ICF's architectural historian and archaeologist will conduct a pedestrian inventory of the parcel in the northeast quadrant of the interchange when access has been obtained, which was not originally examined due to lack of access. The methods and results of this field effort will be added to the HPSR package. We assume that the revised project is within the APE that was examined originally and that the parcel containing the PG&E facility will not be affected. We further assume that the house on the parcel in the northeast quadrant will not be historic, that no additional cultural resources will be located as part of the survey, and that that no XPI will be required.

ICF will provide support for Native American coordination required to satisfy AB 52 requirements. This will include contacting the Native American Heritage Commission (NAHC) to initiate a search of the

NAHC's sacred lands database and preparing a draft letter for the City's use in initiating AB 52 consultation with those tribes that have previously notified the City of their interest in consulting on projects. If no tribes have contracted the City, ICF recommends contacting the NAHC proactively. ICF will support the City must in AB 52 consultation, providing guidance and helping the City to prepare for meeting and respond to concerns. ICF will provide support up to 8 hours and assumes that no Tribal Cultural Resources (TCRs) are present within the project area.

4.2.3 - Paleontology

ICF will update the project description in the PIR/PER and address minor revisions to the impact discussion and figures. No major revisions to the paleontological technical study are anticipated.

4.2.4 - Air Quality/Greenhouse Gas (GHG) Emissions

ICF will prepare an air quality report (AQR) in accordance in with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance Update on Air Toxic Analysis in NEPA Documents (mobile source air toxics [MSAT]), Caltrans' policy on greenhouse gas emissions, and the San Joaquin Valley Air Pollution Control District's Guide for Assessing and Mitigation Air Quality Impacts. The AQR will evaluate the project consistency with transportation conformity requirements. ICF will also prepare and submit an interagency consultation (IAC) memo to the San Joaquin Council of Governments' IAC group to verify whether the project is classified as a POAQC. It is assumed that the project will not be classified as a POAQC. If the build alternative is considered to require further evaluation of PM10 or PM2.5 (i.e., is determined to be a POAQC by SJCOG's IAC Group), a quantitative PM hot-spot evaluation would need to be included as part of the AQR to ensure conformity with the Clean Air Act.

An optional task is provided below to address this potential.

Since the project would not substantially affect energy resources or require an environmental impact statement, it is assumed that a detailed energy study will not be required.



4.2.5 - Noise

ICF will prepare a Noise Study Report (NSR) in accordance with Caltrans Traffic Noise Analysis Protocol (May 2011) to assess the construction and traffic noise impacts of the proposed project. There is currently no development around the interchange but there is commercial development in the project area. Under the Caltrans Noise Protocol, noise would need to be evaluated at the commercial development and noise levels at undeveloped land would need to be provided (so that future developers will know what the noise levels are). Therefore, a full impact assessment will need to be completed. This scope assumes that undeveloped land in the project area will not be permitted for development before the environmental document is certified. As such this scope assumes that no noise barriers will need to be evaluated.

4.2.6 - Biological Resources

Natural Environment Study

ICF biologists will conduct fieldwork to address additional areas that were not previously examined. The NES has been nearly completed. ICF will calculate acreage impacts for the revised project and revise the NES as necessary. ICF will also update species lists per Caltrans requirements and update any boilerplate or regulatory text as necessary.

Spring plant surveys will also be necessary. An ICF botanist will conduct spring surveys for the special status plants that may be present within the project area. Based on the species, it is assumed that only one field visit will be necessary to capture all blooming periods. This information will be added to the NES.

Biological Assessment

We assume that protocol-level wildlife surveys will not be necessary, but that a separate Biological Assessment (BA) to address San Joaquin kit fox under Section 7 of the Endangered Species Act (ESA) will be necessary. The BA will be prepared using information from the NES, after the preferred alternative has been selected. ICF will support Caltrans in their consultation process with the USFWS. We assume that no incidental take permit will be required from California Department of Fish and Wildlife.

Aquatic Resources Delineation Report

Though the PEAR indicates that a wetland delineation will not be necessary, fieldwork conducted to date and the NWI research indicates that a wetland delineation will be necessary for this project.

ICF wetland ecologists will delineate regulated aquatic resources (waters of the United States and waters of the State) within the study area to support the submittal of a preliminary jurisdictional determination to the Sacramento District of USACE. The delineation of wetlands will be conducted using the routine on-site determination method described in the 1987 USACE Wetlands Delineation Manual, incorporating supplemental guidance provided in the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region. Delineation of any non-wetland waters of the United States will be conducted in accordance with



the 2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States.

State (California Government Code 4216 and Title 8, Chapter 4, Subchapter 4, Article 6, Section 1541) and federal (29 CFR 1926 Subpart P [1926.650 to .652]) health and safety laws require notification to underground utility operators prior to excavation work (as defined in Section 1541 above) to protect underground infrastructure. In compliance with these laws and in accordance with ICF's Gold Shovel Standard certification, ICF will conduct a site visit before conducting delineation field surveys to appropriately pre-mark the locations on the project site where we intend to establish delineation data points and will notify the regional notification center (i.e., northern California: USA North 811/southern California: DigAlert) to enable the utility operators to either mark their infrastructure onsite or confirm that no infrastructure is present. Any marked infrastructure present will be avoided by ICF field staff.

ICF will also follow the procedures specified by the above regulations in the event that an underground utility is discovered during field surveys.

The boundaries of all potential waters of the United States will be delineated, mapped, and documented in accordance with the Sacramento District's Minimum Standards for Acceptance of Preliminary Wetland Delineations Aquatic Resources Delineation Reports (January 2016) and the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (February 10, 2016). Once approved by the City, the delineation report will be submitted to the USACE for verification with a request for a Preliminary Jurisdictional Delineation in accordance with Regulatory Guidance Letter 08-0216-01. Note that all findings should be considered preliminary until verified by the USACE.

4.2.7 - Community Impacts

ICF has completed the CIA. The project analyzed in the existing CIA did not include the acquisition of any new ROW. The revised full build project would require the acquisition of new ROW and would move a ramp closer to a residence. Therefore, the CIA will require additional analysis to address these differences. ICF will analyze the potential impacts of the full build, considering the acquisition of ROW and the larger footprint and capacity. This information will be added to the existing CIA. The project description, figures, regulatory setting, and boilerplate will be updated as necessary and a revised CIA memo will be prepared.

4.2.8 - Water Quality Assessment Report

An ICF water quality specialist will prepare a WQAR for the proposed project. A draft drainage impact study report has been prepared by WRECO for the project and will be used as a reference in preparation of the WQAR. The WQAR will follow the Caltrans approved template and the draft will be completed within six weeks of approval of this scope of work.

This task provides for the preparation of a draft WQAR and electronic submittal for review and comment by Caltrans. This task allows for one review and assumes that Caltrans will provide comments.



Following receipt of comments on the draft WQAR, ICF will address all comments and submit the revised WQAR via electronic submittal to Caltrans. It is assumed that no new analysis will be required to address comments and that comments will be minimal. Once the revised WQAR is reviewed, ICF will submit up to two copies of each report to be delivered in hard copy to Caltrans. The final WQAR will be completed within four weeks of receipt of screen check comments on the revised WQAR.

4.2.9 - Project Description

ICF will prepare a draft project description based on drawings provided by Mark Thomas. Mark Thomas' comments will be incorporated into the project description before the draft is sent to Caltrans for review. ICF GIS staff will work with Mark Thomas staff to obtain GIS/CAD data and create figures for use in technical studies and in the environmental document. We assume one round of review from Caltrans.

4.3 - Environmental Documentation

4.3.1 - Administrative Draft IS/MND

Based on technical studies, ICF will prepare an IS/MND to Caltrans District 10 specifications. ICF will prepare an administrative draft document and submit it electronically to Mark Thomas and the City for review and comment. Comments will be incorporated into the revised document, which will be forwarded to Caltrans for review along with required External QC forms. We anticipate four rounds of Caltrans review (Generalist/Specialist, Senior, QA/QC, and Office Chief). We assume that all reviews will occur in electronic document and no hard copies will be produced.

4.3.2 - Public Draft IS/MND

A screen check Draft IS/MND will be prepared incorporating all Caltrans comments. ICF will also submit a review tool checklist and External QC certifications. ICF will prepare up to 15 hard copies of Draft IS/MND for distribution and print ready and web-ready electronic versions. ICF will prepare 15 hard copies of the executive summary and 15 CDs and deliver them to the State Clearinghouse with the Notice of Preparation.

4.3.3 - Final IS/MND

ICF will organize public comments received and prepare responses to comments for review by Mark Thomas and the City. When comments have been incorporated, ICF will forward the responses to comment to Caltrans for review. We assume that up to 10 comments will require drafted responses and that these comments will represent common concerns. We further assume that no additional analysis will be necessary to address comments. While more than 10 individual comments may be received, an approach is recommended that would organize comments according to topical issue and respond to them as a group.

ICF will prepare an administrative draft Final IS/MND, including responses to comments received during the public review period, and a draft mitigation monitoring plan. The Final IS will consist of a republished version of the draft IS with revisions indicated by vertical lines in the margins, a response to comments section, and



appendices with public comments and other pertinent information, to meet Caltrans specifications. The administrative draft will be provided to Mark Thomas and the City for review and comment. Comments will be incorporated prior to submitting it to Caltrans for review. ICF will prepare up to 15 hard copies of Final IS/MND for distribution and print ready and web-ready electronic versions.

ICF will prepare the Notice of Determination for signature by Caltrans within 5 days of approval of the project, and will deliver it to the State Clearinghouse.

4.4 - Optional PM Hot Spot Modeling

ICF will conduct a quantitative particulate matter (PM) hot spot analysis to confirm the project would not cause a new PM violation or contribute to an existing violation. The analysis will follow the United States Environmental Protection Agency's (EPA) Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas and consist of the following general steps:

1. Develop the quantitative modeling protocol.
2. Consult with the interagency consultation group, including EPA, to approve the quantitative modeling protocol.
3. Develop emissions inventories for exhaust, tire and brake wear, and re-entrained road dust using traffic data provided by the traffic engineer and the most recent EPA-approved EMFAC model.
4. Complete dispersion modeling using EPA's AERMOD model.
5. Compile the quantitative hotspot analysis report.
6. Submit report to interagency consultation for review and concurrence.

ICF will prepare a PM quantitative hot spot analysis report that would also be incorporated into the air quality technical report and air quality conformity assessment.

TASK 5- PRELIMINARY ENGINEERING

5.1 - Photogrammetry & Control Surveys (Optional Task)

Aerial photogrammetric mapping has been provided by the City, but there has not been any confirmation that it has gone through the formal Caltrans "ABC" approval process. If necessary, Mark Thomas will obtain aerial planimetrics for a 6,000-foot stretch near I-205 extending approximately from 3,000 feet west of Mountain House Parkway to 3,000 feet east of Mountain House Parkway. Topography will be produced at design level scale of 1" = 50' with a 1' contour interval with a DTM following Caltrans ABC process. Mark Thomas will submit the 'A' letter defining the project and the proposed methods. Once the 'A' letter is approved, Mark Thomas will set 25 aerial



Premark's (flight crosses) and survey them in accordance with Caltrans 3rd order control standards while sub consultant Radman Aerial Surveys will collect the aerial photographs. The 'B' letter will then be submitted, including a report of the survey control. Once accepted by Caltrans Radman Aerial Surveys will compile and provide mapping. Mark Thomas will compile 'C' letter components and submit to Caltrans for approval.

5.2- Supplemental Topographic Survey

Five (5) days will be reserved for supplemental field surveys to identify and locate key features within the project limits. Three (3) Days of traffic control are reserved for work within Caltrans right of way for this effort. This supplemental mapping will be merged with the Aerial photogrammetry to provide a complete base map and surface model for future work. It's assumed access will be provided onto private properties.

The aerial survey and supplemental topography will be compiled into an Electronic Base Map. This will be in AutoCAD format and include a Digital Terrain Model (DTM) from which contours will be generated. The electronic base map will:

- Include north arrow and a graphic scale
- Include legend symbols for all planimetric details
- Include control points
- Delineate planimetric features
- Include above-ground utilities

5.3 - Record Research & Monument Search

Mark Thomas will research and obtain record mapping from the County necessary to determine the Right-of-Way lines of I-205 and Mountain House Parkway within the project area.

A diligent search will be conducted to locate existing monuments within the project area. Found monuments will be located using a Total Station or GPS and included in the base map. Mark Thomas assumes monuments or reference marks thereto shown on various maps will be available to retrace the lot lines without convoluted surveys outside the project limits.

Assumptions

It is assumed all Preliminary Title Reports to discover other easements which may affect the project, will be provided.

5.4 - Right of Way Retracement/ Property Line Delineation

Utilizing the information gathered Mark Thomas will review and analyze the property / right of way ties obtained. Mark Thomas will then delineate the right of way and parcel lines of impacted parcels within the project limits. It is assumed that no more than three (3) parcels within the project limits will be impacted, APN's 209-460-180, 200



and 209-080-260. After the boundary has been resolved Mark Thomas will plot all encumbrances affecting the acquisition that are shown in the title reports. It is assumed that a Record of Survey will not be required.

During a boundary survey, it is possible that the requirement to file a record of survey will be triggered. This most often happens by the discovery of conflicts or alternate evidence not shown on recent maps. Should such a conflict or other evidence be discovered, work will stop, and the project team will be notified. Work will continue when agreement has been reached on path forward and additional budget for a record of survey has been secured.

5.5 - Utility Coordination

Mark Thomas will prepare Utility “A” Letters to request updated utility information for their facilities. We assume Mark Thomas will mail the “A” letters and track the responses.

Deliverables:

- *Updated Base Maps*
- *Utility “A” letters*
- *Utility Tracking Spreadsheet at project close-out*

5.6 - Roadway Drainage Report

Mark Thomas will prepare a drainage report and submit it to the City and Caltrans for review. The report will include a delineation of existing and proposed drainage shed areas, calculations for proposed drainage conditions (based upon the Rational Method), and calculations for proposed pipe sizes, inlet locations, and outfall areas. It is assumed that the majority of the roadway drainage will be contained within proposed roadside ditches and will drain into existing drainage sheds adjacent. A significant storm drain system or retention/detention basins are not anticipated.

5.7 - Storm Water Data Report

Mark Thomas will update the Storm Water Data Report (SWDR) for the PS&E phase. The report will be submitted to the City and Caltrans for approval.

5.8 - Geotechnical Design & Materials Report

Geocon Consultants, Inc. (Geocon), will provide geotechnical design services to support the preparation of plans, specifications and cost estimates for the I-205 and Mountain House Parkway interchange improvement project. Deliverables will include a Geotechnical Design Report (GDR) for the planned interchange modifications at I-205. Details of the proposed geotechnical scope of services are provided below.

Field Exploration

Based on the project details summarized above and experience at the project site, the general approach to the field exploration for the project is provided below. Soil borings and Cone Penetrometer Tests (CPTs) will be performed by a California C-57 licensed drilling subcontractor under soil boring permits from San Joaquin County Environmental



Health Department.

- Thirteen soil borings are proposed for the interchange improvements. The borings will be spaced at intervals along the proposed roadway widening areas and new ramps. Borehole percolation testing will be performed in three of the soil borings to provide information for storm water basin design. Borings will be advanced to depths of approximately 50 feet or less. Two CPTs will be completed to depths of approximately 50 feet or refusal to enable a more sophisticated evaluation of liquefaction potential at the site.

A GDR will be provided for the project. Each report will include relevant Log of Test Boring sheets in accordance with Caltrans standards. Geotechnical engineering for each report will generally follow Caltrans guidelines or other accepted industry standards of practice. The GDR will include design-level recommendations for the new ramps and widened roadways. Anticipated settlement under new embankment loads and site liquefaction potential are key geotechnical considerations. The following scope of services to prepare the anticipated deliverables.

Research and Data Collection

Review of readily available geologic and soil literature in the vicinity of the project, including review of any as-built drawings and existing LOTB.

Permits/USA Clearances

Field operations will comply with Caltrans and/or San Joaquin County permit requirements. Our exploration locations will be marked in the field and cleared through USA. Field investigations will be performed under a Caltrans DP permit issued under a master encroachment permit obtained by others.

Field Exploration

Explorations will provide an evaluation of subsurface conditions for the project. The explorations will consist of hollow-stem auger borings drilled to maximum depths of 50 feet or less using a truck-mounted drill rig. Approximately 13 soil borings or less will be required based on the geotechnical approach outlined in the preceding section. Two CPTs will be developed to maximum depths of approximately 50 feet or refusal using a truck mounted drill-rig. Exploration locations may depend upon available access, logistical constraints and subsurface data from previous studies. Borings and CPTs will generally be situated in shoulder areas. It is assumed that a formal traffic control plan and dedicated traffic control crews will not be required. Basic signage will be provided at each soil boring location during drilling operations.

Subsurface soil conditions encountered in each boring at the time of drilling will be classified and continuously logged. Relatively undisturbed and bulk samples of substrata from the borings will be obtained for further examination and laboratory testing. The borings will be backfilled in accordance with San Joaquin County Environmental Health Department requirements. Excess soil cuttings from borings will be containerized, exported and disposed as standard geotechnical cuttings. It is estimated that drilling operations can be completed in three consecutive working days.

Laboratory Testing

Laboratory tests will be performed on representative soil samples. Laboratory testing assignments will depend on the soil conditions encountered and the nature of project improvements proposed near each



boring. Laboratory testing may include that for in-situ dry density and/or moisture content, shear strength, unconfined compressive strength, consolidation, gradation analyses, plasticity, expansion potential and R-value, or other test procedures.

Engineering Analyses

Engineering analyses and development of design recommendations for the proposed project elements will be performed. Specifics of our engineering analysis will depend on forthcoming project design details but we anticipate our analyses will include seismic hazard analysis, pavement design, and post-construction settlement due to embankment loading.

Task 5.8 Assumptions

- *The City will coordinate site access/permission to enter the site.*
- *Permits beyond those discussed herein will not be required.*
- *Field work can be performed during typical workdays, Monday through Friday, during typical business hours.*
- *Proposed soil borings can be performed over three consecutive days under one driller mobilization.*
- *Exploration locations will be readily accessible to a two-wheel drive truck-mounted rig at the time of drilling.*
- *Site plans provided for our use will show the locations of all underground utility lines and structures. Gecon will not be responsible for damage to any such lines or structures that are not shown accurately on the plans provided to us, or properly marked by utility companies.*
- *Prevailing wage requirements will apply to drilling subcontractors.*
- *Soil cuttings can be containerized, exported and disposed as standard geotechnical cuttings with no staining or odors suggestive of contamination.*

5.9 – Hazardous Materials Report

Geocon will prepare the Hazardous Materials Reports required for the interchange project. This will include the following:

ADL and TPH Investigation

- Field Activities - Advance 20 borings to 2.5 ft below ground surface and collect three soil samples per boring (total 60 samples)
- Laboratory Analyses - 48 soil samples for Total Lead; 12 soil samples for CAM 17 metals; 36 soil samples for Soluble (WET or TCLP) Lead; 8 soil samples for TPHg/BTEX/MTBE; 8 soil samples for TPHd/mo; 8 soil samples for Pesticides
- Draft Preliminary and Final Site Investigation (PSI) report

Right of Way (parcels northwest and northeast of I-205)

- Field Activities - Advance 8 borings to 5 ft below ground surface and collect two soil samples per boring (total 16 samples)



- Laboratory Analyses - 16 soil samples for CAM 17 metals; 8 soil samples for Soluble (WET or TCLP) Lead; 8 soil samples for TPHg/BTEX/MTBE; 8 soil samples for TPHd/mo; 8 soil samples for Pesticides
- Draft Preliminary and Final Site Investigation (PSI) report

Deliverables

- Updated Base Mapping (1" = 50')
- Final SWDR - 5 copies
- Final Drainage Report - 5 copies
- Final Geotechnical Design & Materials Report - 5 copies
- Draft & Final PSI Report (ADL and TPH Investigation)
- Draft & Final PSI Report (Right of Way Acquisition)

6.0 - RIGHT-OF-WAY & UTILITY CERTIFICATION ACTIVITIES

The Right of Way and Utility Certification effort will include updating the limits of proposed right of way acquisitions, providing right of way acquisition documents prepared to current Caltrans standards, and finalizing proposed utility relocations.

6.1 - Appraisal Mapping

Appraisal mapping showing up to 3 parcels will be prepared to Caltrans standards using the existing Right of Way data from the Right of Way retracement. Additionally, the Appraisal Mapping will show screened topographic information and have tabular data for parcel acquisitions, including Caltrans parcel numbers (for all parcels that ultimately will revert to the state), owner name, areas of total ownership, acquisition remainder, and encumbrances. It is assumed that the appraisal mapping will be no more than 5 sheets. Right of Way record maps are not included in this scope of work.

6.2 - Legal Descriptions and Plats

Mark Thomas shall prepare legal descriptions and (8 ½" x 11") plats for the acquisition parcel(s). These will undergo one review by the Caltrans and City for technical accuracy before being signed and wet-stamped. It is assumed that no more than two (2) plat and legal descriptions will be prepared for acquisition. It is assumed that APN 209-460-180 & 209-460-200 are the same owner and therefor only one P&D will need to be prepared for those two parcels.

Assumptions and Exclusions

- All access to the site will be provided at no cost to Mark Thomas



- Monument Preservation is not included
- Right of way close out and transfer to Caltrans is not included
- A Record of Survey is not included

- No underground locations are included in this scope of work.

6.3 - Final Utility Coordination

Building on the utility coordination during PA&ED, Mark Thomas will work with the City and Caltrans to finalize all utility agreements and certifications. This will include preparing Utility “B” and “C” letters along with Notice to Owners, Reports of Investigations, and Utility Agreements to satisfy Caltrans requirements. Once completed, Utility Certification packages will be sent to the City and Caltrans for approval and included in the Right of Way Certification package. Mark Thomas anticipates two (2) days of potholing to locate/verify utility facilities.

Deliverables

- *Draft & Final Appraisal Maps – 3 parcels (5 copies each parcel)*
- *Draft & Final Acquisition Documents – 3 parcels*
- *Draft & Final Plat Maps – 3 parcels*
- *Utility “B” and “C” Letters (5 copies)*
- *Utility Verification Maps (5 copies)*
- *Utility Conflict Maps (5 copies)*

7.0 - DETAILED PROJECT DESIGN

The Mark Thomas team will complete the design tasks for final plans, specifications, and estimates for the interchange, structure design, and local roadway connections. Plans shall be prepared to Caltrans and City format and shall be submitted at the 65%, 95%, 100% and final stages of design. Following each design submittal, City and Caltrans comments will be reviewed and addressed. Designs will be based upon the Ultimate Phase improvements as identified in the approved Project Report.

7.1 - Roadway Plans

Mark Thomas will prepare Roadway Plans to current City and Caltrans standards.

For the Utility Plans & Details, it is assumed that, other than the new waterline connection, all specific details necessary for the relocation of any affected utilities will be designed and provided to Mark Thomas by the utility owner. The scope and cost proposal assume a minimal effort by Mark Thomas for utility plans and generally include drafting of utility information provided by the utility company.

A total of five (5) overhead signs will be included on the Overhead Sign Plans.



It is anticipated that the following sheets will be prepared.

Description:	Estimated Number of Mark Thomas
Title Sheet	1
Typical Cross Sections	6
Construction Control Diagram/Key Map	1
Ramp and Highway Layouts	8
Profile and Superelevation	6
Construction Details	10
Contour Grading	2
Temporary Water Pollution Control Plans and Quantities	12
Drainage Plans, Profiles, Quantities and Details	25
Utility Plans & Details	10
Pavement Delineation Plans, Quantities and Details	12
Sign Plans, Quantities and Details	12
Overhead Sign Plans	5
Summary of Quantities	4
Stage Construction Plans and Quantities	18
Detour Plans	2
Construction Area Signs	1
Erosion Control Plans	10
Traffic Signal and Highway Lighting Plans (By Fehr & Peers))	43
Total Estimated Roadway Plan Sheets	188 sheets

7.2 - Traffic Signal & Highway Lighting

Fehr & Peers will complete the following scope of work for

205/Mountain House Parkway interchange. They will conduct a field review of the interchange to verify the existing aboveground signal and electrical equipment. They will prepare plans, specifications, and estimates (PS&E) and submit to Mark Thomas for processing. They will respond to up to three (3) rounds of comments and prepare final PS&E. They will be available to attend up to four (4) meetings during PS&E preparation.

Fehr & Peers will prepare electrical load calculations and submit them with applications to the utility service provider to verify the service point locations and capabilities. Telephone service drop locations will also be verified and coordinated with the telephone service company. Any connection or application fees for electrical and telephone service shall be paid for by the client. These fees are not included in this scope.



Fehr & Peers will prepare the design of traffic signal and intersection safety lighting PS&E for the I-205 eastbound and westbound ramp intersections on Mountain House Parkway. The designs will address a traffic signal modification at the eastbound ramps intersection and a new traffic signal installation at the new westbound ramps intersection.

Fehr & Peers will also prepare a plan to show the removal of the traffic signal at the existing westbound ramps intersection. They will prepare PS&E in accordance with Caltrans District 10 requirements and will use the 2015 Caltrans Revised Standard Plans and Specifications unless the 2018 versions are published prior to the start of design. The designs will address the type of traffic signal controller and service enclosure, vehicle and pedestrian signals, vehicle, bicycle, and pedestrian detection, intersection safety lighting, emergency vehicle detection, and the conductor and equipment schedules.

Highway Lighting

Fehr & Peers will prepare highway lighting PS&E for the I-205 ramps at Mountain House Parkway. This includes new lighting for the westbound on-ramps and off-ramp. It is assumed that the existing lighting for the eastbound on-ramps will need to be relocated and that the existing lighting for the eastbound off-ramp will be able to remain unchanged. They will establish electrolier placement based on Caltrans requirements and the site conditions and identify the service point connections. They will also provide conduit, as required by Caltrans, for new overhead signs. It is assumed that new sign illumination will not be required.

City Street Lighting

Fehr & Peers will prepare street lighting PS&E for Mountain House Parkway within the limits of roadway widening, including lighting on the interchange structure if widened.

Signal Interconnect

Fehr & Peers will prepare traffic signal interconnect plans for Mountain House Parkway between the two ramp intersections and the proposed signalized intersection immediately south of I-205.

Temporary Signal and Lighting

Fehr & Peers will prepare temporary traffic signal and lighting plans to maintain operations during construction. This scope includes temporary traffic signals for two construction stages at two intersections, and temporary ramp lighting plans for the westbound ramps for two construction stages. Depending on the construction staging, additional temporary items may be determined to be necessary and will be added with a separate scope and fee.

Ramp Metering/Traffic Monitoring

Fehr & Peers will prepare ramp metering PS&E for the I-205 eastbound and westbound on-ramps at Mountain House Parkway. The designs will address the new westbound loop on-ramp, relocated westbound diagonal on-ramp, removal of the existing westbound ramp meter, and modifications to the eastbound on-ramps. The ramp metering design will be based on Caltrans standards and guidance, set forth in the latest Ramp Metering Design



Manual. Fehr & Peers will establish locations for the controller cabinet, service cabinet, poles and other necessary signal equipment, ramp metering detection, and advance flashing beacons. The design will include supporting queue and count loops on the ramps.

We will also prepare traffic monitoring station PS&E. The existing westbound count station west of Mountain House Parkway will be relocated. It is assumed that the eastbound count stations west and east of Mountain House Parkway will remain. The call box on westbound I-205 west of Mountain House Parkway will be relocated, and the call box on eastbound I-205 will remain. It is assumed that the existing traffic monitoring station on I-205 west of the Mountain House Parkway interchange will be unaffected by the project.

Traffic Design Meetings

Fehr & Peers will attend up to four project meetings to discuss the traffic design.

Total Electrical Sheets:

We anticipate preparing up to 43 sheets as follows:

- Traffic Signals and Intersection Safety Lighting: Up to 5 sheets, 1"=20'
- Ramp Metering/Traffic Monitoring: Up to 6 sheets, 1"=50'
- Highway Lighting: Up to 6 sheets, 1"=50'
- City Street Lighting: Up to 2 sheets, 1"=50'
- Signal Interconnect: Up to 1 sheet, 1"=50'
- Temporary Signal and Lighting: Up to 14 sheets, 1"=20' for signals, 1"=50' for lighting
- Electrical Quantity Sheets: Up to 3 sheets, NTS
- Notes and Detail Sheets: Up to 6 sheets, NTS

Electrical Design Assumptions:

It is assumed that the existing mainline systems, including fiber optic systems, will not be modified with this project unless addressed above. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

7.3 - Resident Engineer's (R.E.) File & Surveyor's File

Following the identification of construction funding, and upon approval by the City, Mark Thomas and DHA will prepare the RE file and Surveyor's file for the project. The RE file will include project correspondence and memorandums that are important for the Resident Engineer to know about decisions, etc. that were made during project development. The Surveyor's file will include pertinent information needed to establish project control. Caltrans Project Development Manual, latest edition will be used as a guideline. Construction Staking Notes are not included within this task; should the City want Mark Thomas to prepare staking notes, a separate scope of work and fee will be provided.



7.4 - General Cross Sections

General cross sections will be developed at 1"=10' scale for the auxiliary lanes, new interchange and ramps, and Placer Parkway and will be placed on a grid showing the existing ground, surface geometry, elevations, edge of pavement, existing/proposed fence lines, subgrade (including AC, AB, and ASB surfaces) and finished surface. The conform elevation will be plotted on the cross sections. The cross sections will be created every 50 feet.

7.5 - Specifications

The Mark Thomas team will prepare Special Provisions for inclusion within the contract documents. The special provisions (SSPs) will follow Caltrans 2015 Standard Special Provisions and Standard Plans. It is assumed that the City will provide the General Provisions to be included in the specification package; Mark Thomas will review and update references as appropriate for use of the Caltrans specials (i.e. establish hierarchy for which documents take precedence, coordination of bonding and insurance requirements, etc).

7.6 - Construction Cost Estimates

Mark Thomas will prepare an updated itemized engineer's estimate for the 65% (Roadway Items only), 95% and final stages for the project. The format will be similar to the Caltrans BEES format. The unit costs will be determined by reviewing similar recent project bid summaries, the most current Caltrans Contract Cost Data book, the California Highway Construction Cost Index information, and the Caltrans ESC site.

7.7 - Contract Plan Preparation

The updated plans will be prepared for each bid package and submitted at the 65%, 95%, and final stages. It is assumed that 25 sets of half size plans will be submitted to Caltrans for each submittal, plus six (6) sets each to the City for Final PS&E (3 half size and 3 full size). Mark Thomas will also work with the City to prepare a Notice of Intent per current NPDES requirements.

7.8 - Storm Water Pollution Prevention Plan (SWPPP)

Mark Thomas will prepare the SWPPP for the Phase I Project, including uploading Permit Registration Documents (PRD's) to the state-wide database of construction projects (referred to as the Storm Water Multi-Application Report Tracking System or SMARTS database). The SWPPP will address water used in waterline testing. The PRD's include the Notice of Intent (NOI), a risk assessment, post-construction calculations, a site map, a SWPPP, a signed certificate and the first annual permit fee (to be paid by the City).

Deliverables

- *Interim PS&E Submittals (65%, 95%,100%)* *25 copies - Half Size Plans and Estimate*
1 copy - (PDF) Half size plans, Specs, and Estimate
- *Final PS&E (Roadway & Cross Sections) stamped*



- 1 copy - PDF and Civil3D*
- 12 sets on bond (6 - 11x17, 6 - 22x34)*
- *Final Quality Calculations* *1 copy*
- *Materials Handout* *1 copy*
- *RE & Surveyor's File* *1 copy*
- *General Roadway Cross Sections* *1 copy on bond (11x17); 1 copy PDF*
- *SWPPP*



City of Tracy
Mountain House Interchange at I-580
Project Report and Environmental Document and PS&E

Mark Thomas & Company, Inc. is pleased to submit this scope of work to complete the Preliminary Engineering & Environmental Documentation (PA&ED) Phase, Right of Way engineering, and final Plans, Specifications, and Estimates (PS&E) for the I-580/Mountain House Parkway Interchange.

Mark Thomas will coordinate the following Scope of Work with the entire Project Team to complete the technical reports required for the PA&ED phase and deliver the final plans, specifications and estimates for the Project. Generally, this will include project management, topographic surveying and base mapping, environmental and project approvals preliminary and final engineering, Right of Way engineering, bidding and construction services. Mark Thomas will also coordinate all design submittals and QA/QC for the project design. Mark Thomas will serve as the central coordinator for all activities between the consulting team, California Department of Transportation (Caltrans), City staff, and other regulatory agencies.

The following scope of work outlines the tasks required to complete these tasks.

TASK 1 - PROJECT MANAGEMENT

1.1 - Project Management

Mark Thomas will manage the project team, which includes managing the team, general project coordination, preparing contract paperwork, memo's, letters and e-mail, making phone calls, preparing invoices and monthly progress report and maintaining project files.

1.2 - Caltrans PDT Meetings

Mark Thomas will establish a Caltrans Project Development Team (PDT) including members of the design team, City, Caltrans, San Joaquin County (if desired) and other individuals critical to the project delivery. This scope assumes a total of 10 face-to-face meetings over the anticipated 18-month schedule.

1.3 - QA/QC

Mark Thomas will complete and document an independent technical review of each major submittal.

Task 1 Deliverables:

- *Meeting notes and agendas*
- *Monthly Invoices and Progress Reports*
- *Project schedule*
- *Documentation of QA/QC Reviews*

General Assumptions:

- All deliverables will be in electronic format, except where noted



- The schedule for all deliverables and meetings for I-205 and I-580 will be essentially coincidental. If one project is delayed, additional meeting will be authorized as a change in scope.

TASK 2 - BASE MAPPING and UTILITY COORDINATION

2.1 - Base Mapping

Mark Thomas will update the City provided base map to include the ongoing ramp widening work. We assume the existing mapping will be provided in its native electronic CADD format.

2.2 - Data Gathering

Mark Thomas will identify and assemble existing data, such as as-built drawings, GIS information, existing studies/ reports and development agreements.

2.3 - Utility Coordination

Mark Thomas will prepare Utility "A" Letters to request updated utility information for their facilities. We assume Mark Thomas will mail the "A" letters and track the responses.

Deliverables:

- *Updated Base Maps*
- *Utility "A" letters*
- *Utility Tracking Spreadsheet at project close-out*

TASK 3 - PRELIMINARY ENGINEERING

3.1 - Conceptual Alignments

Mark Thomas will develop alternatives that are consistent with the need and purpose statement. This task includes alternatives screening for up to two (2) alternatives, including Intersection Control Evaluation (ICE). The purpose of the concept alignments is to refine alternatives to be carried forward into the *GAD's under Task 3.3*.

3.2 - Traffic Modeling and Analysis

3.2.1 – Traffic Analysis Approach and Methodology Technical Memorandum

Fehr & Peers will complete the traffic forecasting and analysis for the project. The traffic forecasts will be used to develop Construction (Opening) Year 2022 Synchro/SimTraffic traffic analysis models for No Project and With Project AM and PM Peak Hour Conditions. Delay, LOS, and 95th percentile queues will be presented for each of the following four (4) study locations:

4. Frontage Road /Patterson Pass Road
5. I-580 Eastbound Ramps/Patterson Pass Road
6. I-580 Westbound Ramps/Mountain House Parkway
7. West Schulte Road/Mountain House Parkway



Fehr & Peers will analyze the study intersections under AM and PM peak hour conditions using the Caltrans District 10 approved Synchro/SimTraffic 10 software. The traffic simulation analysis will model the effects of vehicle queues on intersection capacity more accurately than the macroscopic equations provided by the Highway Capacity Manual (HCM). Peak hour factors will be based on the traffic counts. Peak hour delay and level of service will be calculated for each intersection consistent with HCM - 67th Edition analysis procedures. The traffic simulation results will be based on a statistically valid set of multiple runs using different random value seeds according to Caltrans' *Guidelines for Applying Traffic Microsimulation Modeling Software*. The Synchro models will be converted to micro-simulation (SimTraffic) to determine existing intersection delay, level of service and 95th percentile queues by movement for each of the three study locations.

The required ramp metering storage will be calculated using the following formula:

$$\text{Desired Ramp Metering Storage} = 0.07 * \text{Design Year Peak Hour Volume}$$

The traffic forecasts will be used to analyze Construction (Opening) Year 2022 for the I-580 mainline and ramp junctions (AM and PM peak hour) for No Project and With Project AM and PM Peak Hour Conditions for the following freeway mainline, on-ramps and off-ramps.

The Highway Capacity Software (HCS) -6th Edition will be used to evaluate all freeway mainline, on-ramp merge, and off-ramp diverge sections. Weaving analysis, if necessary, will be consistent with the methodologies presented in Chapter 500 (Leisch Method) of the Caltrans Highway Design Manual (HDM).

The following locations will be evaluated for the AM and PM peak hour:

Freeway Segments:

- I-580 between I-205 and Mountain House Parkway (both directions) – basic freeway analysis
- I-580 between Mountain House Parkway and Corral Hollow (both directions) – basic freeway analysis
- I-580 westbound on-ramp from Mountain House Parkway – merge analysis
- I-580 westbound off-ramp to Mountain House Parkway – diverge analysis
- I-580 eastbound on-ramp from Patterson Pass Road - merge analysis
- I-580 eastbound off-ramp to Patterson Pass Road – diverge analysis

Freeway density and level of service will be presented for each study mainline section.

Freeway Ramps:

8. I-580, westbound off ramp to Mountain House Parkway
9. I-580, westbound on-ramp from Mountain House Parkway
10. I-580, eastbound off ramp to Patterson Pass Road
11. I-580, eastbound on-ramp from Patterson Pass Road

3.2.2 - Collision and Network Wide Performance Analysis



Fehr & Peers will prepare a collision summary for I-580 between I-205 and Corral Hollow Road based on Caltrans TASAS data for the most recent available five-year period (three-year period is five-year period is not available).

In addition, based on Caltrans requirements, we will also analyze the following network wide performance measures for Construction Year 2022, Interim Year 2032 and Design Year 2042 AM and PM peak hour Conditions:

- Total Vehicle Hours of Delay;
- Total Stops;
- Vehicle Miles of Travel;
- Vehicle Hours Travelled;
- Total Fuel Consumption;
- Total Vehicle Emissions; and
- Percent Demand Served.

3.2.3 – Interim Year 2032 Intersection and Freeway Operations Analysis

The traffic forecasts will be used to develop Interim Year 2032 Synchro/SimTraffic traffic analysis models for No Project and With Project AM and PM Peak Hour Conditions. Delay, LOS, and 95th percentile queues will be presented for each of the following four (4) study locations:

1. Frontage Road /Patterson Pass Road
2. I-580 Eastbound Ramps/Patterson Pass Road
3. I-580 Westbound Ramps/Mountain House Parkway
4. West Schulte Road/Mountain House Parkway

Fehr & Peers will analyze the study intersections under AM and PM peak hour conditions using the Caltrans District 10 approved Synchro/SimTraffic 10 software. Peak hour delay and level of service will be calculated for each intersection consistent with HCM - 67th Edition analysis procedures. The Synchro models will be converted to micro-simulation (SimTraffic) to determine existing intersection delay, level of service and 95th percentile queues by movement for each of the three study locations.

The required ramp metering storage will be calculated using the following formula:

$$\text{Desired Ramp Metering Storage} = 0.07 * \text{Design Year Peak Hour Volume}$$

The traffic forecasts will be used to analyze Interim Year 2032 for the I-580 mainline and ramp junctions (AM and PM peak hour) for No Project and With Project (Partial Cloverleaf interchange) AM and PM Peak Hour Conditions for the freeway mainline, on-ramps and off-ramps. The Highway Capacity Software (HCS) -6th Edition will be used to evaluate all freeway mainline, on-ramp merge, and off-ramp diverge sections. Weaving analysis, if necessary, will be consistent with the methodologies presented in Chapter 500 (Leisch Method) of the Caltrans Highway Design Manual (HDM). The following locations will be evaluated for the AM and PM peak hour:

3.2.4 – Design Year 2042 Intersection and Freeway Operations Analysis



The traffic forecasts will be used to develop Design Year 2042 Synchro/SimTraffic traffic analysis models for No Project and With Project AM and PM Peak Hour Conditions. Delay, LOS, and 95th percentile queues will be presented for each of the following four (4) study locations:

1. Frontage Road /Patterson Pass Road
2. I-580 Eastbound Ramps/Patterson Pass Road
3. I-580 Westbound Ramps/Mountain House Parkway
4. West Schulte Road/Mountain House Parkway

The Synchro models will be converted to micro-simulation (SimTraffic) to determine existing intersection delay, level of service and 95th percentile queues by movement for each of the three study locations.

The required ramp metering storage will be calculated using the following formula:

$$\text{Desired Ramp Metering Storage} = 0.07 * \text{Design Year Peak Hour Volume}$$

The traffic forecasts will be used to analyze Design Year 2032 for the I-580 mainline and ramp junctions (AM and PM peak hour) for No Project and With Project (Partial Cloverleaf interchange) AM and PM Peak Hour Conditions for the freeway mainline, on-ramps and off-ramps. The Highway Capacity Software (HCS) -6th Edition will be used to evaluate all freeway mainline, on-ramp merge, and off-ramp diverge sections. Weaving analysis, if necessary, will be consistent with the methodologies presented in Chapter 500 (Leisch Method) of the Caltrans Highway Design Manual (HDM). The following locations will be evaluated for the AM and PM peak hour:

3.2.5 - Traffic Operations Analysis Report and Project Development Team Meetings

Fehr & Peers will prepare the Traffic Operations Analysis Report (TOAR) summarizing the results and findings in a Word document with Appendices. We will submit the Draft TOAR to the Project Development for one round of review and written comments. Fehr & Peers has budgeted up to sixteen (16) hours to respond to written comments and prepare the Final Draft Traffic Operations Report for submittal to Caltrans. After we address the second and final round of comments, we will prepare the Final TOAR to submit to Caltrans. Fehr & Peers has budgeted up to eight (8) hours to respond to Caltrans comments and prepare the Final Traffic Operations Analysis Report. We will submit the Final TOAR in both hard copy and electronic format. Fehr & Peers will attend up to six (6) in-person meetings (PDT, focused technical meetings, public meeting, etc.) as directed by the City of Tracy.

3.3 - Geometric Approval Drawings

For the Draft and Final Project Report, Mark Thomas will prepare Geometric Approval Drawings (GAD's) for Caltrans review and approval. The purpose of the GAD's is to identify sufficient environmental impacts, right of way footprint and necessary design exceptions. The GAD's will show alignment, superelevation, profile and typical cross sections. The profile will be sufficient for the PA& ED phase but may need to be refined with additional survey data during final design phase. This scope includes development of three (3) GAD alternatives (two for the ultimate improvements and one for an interim phase). Development of DIB 78 will also be included.

***Deliverables***

- *Draft and Final GAD's*

3.4 - Advance Planning Study

Mark Thomas will develop Structure Advance Planning Studies (APS) in accordance with Caltrans requirements for modifications to the existing structure. The studies include preparation of a plan drawings showing plan, elevation and section views. Two APS' will be prepared for the widening of the I-580 Overcrossing - a cast-in-place and a precast alternative. The plans will be developed in sufficient detail to preview what will be constructed and include items such as foundations, any falsework requirements, seismic retrofit, aesthetic considerations, and traffic handling.

Preparing an APS for widening of the aqueduct structure is an optional task item.

Deliverables

- *Structure APS' (total 2) for I-580 OC*
- *Optional- APS for Aqueduct structure*

3.5 - Cost Estimates

Mark Thomas will complete cost estimates for each alternative per the standard Caltrans 11-page estimate format.

Deliverables

- *Preliminary Project Cost estimates*

3.6 - Storm Water Data Report

Mark Thomas will update the Storm Water Data Report (SWDR) that was prepared earlier for the PID phase.

Deliverables

- *Draft and Final SWDR*

3.7 - Preliminary Drainage Study

Mark Thomas will obtain all relevant drainage information, including storm drain facilities, ditches, pipe location and sizes, local rainfall intensities and flows. A hydrologic analysis will be completed to develop watershed boundaries for the areas draining to this project, flows based on Caltrans standards, and preliminary drainage concepts.

A drainage report will be developed based on Caltrans guidelines. The report will include, but not be limited to, detailed discussions of the following: existing conditions, off-site hydrology and hydraulics, onsite roadway drainage, existing and post project drainage patterns, storm water quality, and other topics of significance.

Deliverables

- *Draft & Final Drainage Report*



3.8 - Risk Management Plan

The plan will be prepared to PA&ED phase standards and submitted to Caltrans for approval as part of the draft and Final Project Report.

Deliverables

- Included with Project Report

3.9 - Fact Sheets for Design Decision Document

During the refinement of the project alternatives Mark Thomas will identify features that do not meet current Caltrans Design Standards. If design exceptions are required Mark Thomas will prepare Design Decision Document (DDD). The DDD will be submitted to Caltrans for approval and will be included as an attachment to the Draft Project Report. Because it is unknown and cannot be known at this time whether or not a DDD will be required Mark Thomas has assumed no more than two (2) HDM design exceptions.

A Design Information Bulletin 78 design checklist will be submitted with the preliminary drawings for viable alternatives. The checklist documents conformance with applicable design standards. We anticipate one (1) review by Caltrans and incorporating their comments.

Deliverables:

- Design Decision Document
- Design checklist (DIB 78)

3.10 - Traffic Management Plan

Consistent with Caltrans standards, Mark Thomas will prepare a Traffic Management Plan (TMP) checklist and for inclusion in the PR. This will include a review of traffic control restrictions, recommendations for anticipated lane closures, construction staging/traffic requirements, COZEEP requirements, and a review of construction strategies. The TMP will be submitted to Caltrans for approval and will be included as an attachment to the Project Report.

Deliverables

- TMP Checklist

3.11 - Prepare Project Report

Mark Thomas will prepare the Draft and Final Project Report (PR) for distribution, review and approval by City, Caltrans, and selected PDT members.

Concurrent with environmental document submittals, Mark Thomas will prepare the Project Report (PR) for distribution, review and approval by Caltrans, and the rest of the PDT. The PR will be prepared in conformance with Caltrans Project Development Procedures Manual latest October 2016 guidelines and will include the supporting information (GADs, Traffic Studies, Cost Estimates, etc.) listed above.



The report will be prepared and approved in two versions: the Draft PR requests approval to circulate environmental document, and the Final PR requests approval of project. Each version of the above reports will be submitted in Draft Form (full District circulation), Draft Final (limited, management review) and Final Form (District circulation copies), for a total of six submittals.

Deliverables

- First draft of Draft Project Report
- Second Limited draft of Draft Project Report
- Draft Project Report
- First draft of Final Project Report
- Second Limited draft of Final Project Report
- Final Project Report

TASK 4 - ENVIRONMENTAL PROCESS

4.1 - Project Meetings

ICF will lead the environmental clearance for the interchange projects. ICF will attend up to 12 PDT or focus meetings, 8 in person at the Caltrans District 10 office in Stockton and 4 via conference call. This is based on a schedule of approximately 18 months to complete FED. This task also includes coordination with Mark Thomas. We assume that these meetings will coincide with PDT meetings for the I-205/Mountain House Interchange project. This task also includes project management tasks, such as coordinating internal staff, contributing to schedule updates, invoicing, and contracting.

4.2 - Prepare Addendum to Cordes Ranch Specific Plan EIR

ICF planning and technical staff will review the Cordes Ranch Specific Plan (CRSP) EIR and information gathered to date and prepare a draft addendum to the CRSP EIR for review by the City of Tracy. ICF technical staff will rely on field studies and technical documents prepared for the I-205/Mountain House and I-580/Mountain House interchange projects to assess the level of significance of environmental impacts that may result from the interchange improvements. ICF staff will review the Final CRSP EIR impacts and mitigation measures and assess whether the proposed interchange improvements would result in new or worsened impacts.

4.3 - Environmental Technical Studies/Research – Optional Task

Upon approval from the City of Tracy, ICF will complete additional environmental clearance work for the I-580 Interchange.



For all technical studies we assumed that Mark Thomas will review the administrative draft in electronic format and provide comments. ICF will incorporate Mark Thomas' comments and submit the report to Caltrans. We assume that there will be no more than two rounds of review by Caltrans. We assume that ICF will deliver electronic copies of drafts to Caltrans and up to 3 hard copies of the final documents.

4.3.1 - Aesthetics/Visual Resources

The Visual Impact Assessment is complete but does not address the most recent project description. To address the revised project, ICF will analyze impacts of the full build alternative and include the revised project description and figures to the existing VIA. Any boilerplate or regulatory information will also be updated. This scope of work assumes that photo simulations will not be necessary.

4.3.2 - Cultural Resources

ICF's architectural historian and archaeologist have completed fieldwork for the previous APE and largely completed the studies. We assume that there will be slight revisions in the APE based on project redesign that will require minimal field work. We also assume that no part of the California Aqueduct parcel will be acquired, but that the bridge over the aqueduct will be improved.

An ICF architectural historian and archaeologist will work with GIS staff and engineers to create a revised APE map for Caltrans review. We assume that the existing records search will adequately address the revised APE and only minimal additional fieldwork will be necessary.

The California Aqueduct is eligible for listing in the NRHP and has already been documented by ICF staff. Based on other studies that address the California Aqueduct, associated bridges are also eligible. Based on this information, we assumed that additional built environmental resources – the bridges -will be documented and that at least one will be eligible for listing in the NRHP. For the purposes of estimating costs, we assume that no other built environment resources and no archaeological resources will be located within the APE. It is anticipated that Caltrans will require a Historic Properties Survey Report, Historic Resources Evaluation Report, an Archaeological Survey Report, and a Finding of No Adverse Effect. It is further assumed that no XPI will be required.

When Caltrans has approved the preliminary APE, ICF cultural resources staff will conduct a one-day site visit and survey any additional area added to the APE. The methods and results of this inventory will be added to the HPSR, HRER, and ASR.

ICF will provide support for Native American coordination required to satisfy AB 52 requirements. This will include contacting the Native American Heritage Commission (NAHC) to initiate a search of the NAHC's sacred lands database and preparing a draft letter for the City's use in initiating AB 52 consultation with those tribes that have previously notified the City of their interest in consulting on projects. If no tribes have contracted the City, ICF recommends contacting the NAHC proactively. ICF will support the City must in AB 52 consultation, providing guidance and helping the City to prepare for meeting and respond to concerns. ICF will provide support up to 8 hours and assumes that no Tribal Cultural Resources (TCRs) are present within the project area.



Section 4(f)- If the project affects historic properties, it will be necessary to comply with Section 4(f) of the Federal Transportation Act. The project is anticipated to result in a Finding of No Adverse Effect on the California Aqueduct and associated bridges, and therefore, a de minimis impact would be the likely effect on the Section 4(f) resources. According to Caltrans/FHWA guidance, in this situation, the agency with jurisdiction is the State Historic Preservation Officer, public review is not required, and the completion of the Section 106 process constitutes 4(f) compliance and nothing further is necessary. We assume that Caltrans will require a memo documenting this process in support of a NEPA CE.

4.3.3 - Paleontology

ICF will update the project description in the PIR/PER and address minor revisions to the impact discussion and figures. No major revisions to the paleontological technical study are anticipated.

4.3.4 - Air Quality/Greenhouse Gas (GHG) Emissions

ICF will prepare an air quality report (AQR) in accordance in with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance Update on Air Toxic Analysis in NEPA Documents (mobile source air toxics [MSAT]), Caltrans' policy on greenhouse gas emissions, and the San Joaquin Valley Air Pollution Control District's Guide for Assessing and Mitigation Air Quality Impacts. The AQR will evaluate the project consistency with transportation conformity requirements. ICF will also prepare and submit an interagency consultation (IAC) memo to the San Joaquin Council of Governments' IAC group to verify whether the project is classified as a POAQC. It is assumed that the project will not be classified as a POAQC. If the build alternative is considered to require further evaluation of PM10 or PM2.5 (i.e., is determined to be a POAQC by SJCOG's IAC Group), a quantitative PM hot-spot evaluation would need to be included as part of the AQR to ensure conformity with the Clean Air Act. An optional task is provided below to address this potential.

Since the project would not substantially affect energy resources or require an environmental impact statement, it is assumed that a detailed energy study will not be required.

4.3.5 - Noise

ICF will prepare a Noise Study Report (NSR) in accordance with Caltrans Traffic Noise Analysis Protocol (May 2011) to assess the construction and traffic noise impacts of the proposed project. There is currently no development around the interchange but there is commercial development in the project area. Under the Caltrans Noise Protocol, noise would need to be evaluated at the commercial development and noise levels at undeveloped land would need to be provided (so that future developers will know what the noise levels are). Therefore, a full impact assessment will need to be completed. This scope assumes that undeveloped land in the project area will not be permitted for development before the environmental document is certified. As such this scope assumes that no noise barriers will need to be evaluated.

4.3.6 - Biological Resources Natural Environment Study



ICF biologists will conduct fieldwork to address additional areas that were not previously examined. The NES has been nearly completed. ICF will calculate acreage impacts for the revised project and revise the NES as necessary. ICF will also update species lists per Caltrans requirements and update any boilerplate or regulatory text as necessary.

Spring plant surveys will also be necessary. An ICF botanist will conduct spring surveys for the special status plants that may be present within the project area. Based on the species, it is assumed that only one field visit will be necessary to capture all blooming periods. This information will be added to the NES.

Biological Assessment

We assume that protocol-level wildlife surveys will not be necessary, but that a separate Biological Assessment (BA) to address San Joaquin kit fox, California red-legged frog, and California tiger salamander under Section 7 of the Endangered Species Act (ESA) will be necessary. The BA will be prepared using information from the NES, after the preferred alternative has been selected. ICF will support Caltrans in their consultation process with the USFWS. We assume that if an incidental take permit from California Department of Fish and Wildlife is necessary, it will be possible to obtain a consistency determination.

Aquatic Resources Delineation Report

Though the PEAR indicates that a wetland delineation will not be necessary, fieldwork conducted to date and the NWI research indicates that a wetland delineation will be necessary for this project.

ICF wetland ecologists will delineate regulated aquatic resources (waters of the United States and waters of the State) within the study area to support the submittal of a preliminary jurisdictional determination to the Sacramento District of USACE. The delineation of wetlands will be conducted using the routine on-site determination method described in the 1987 USACE Wetlands Delineation Manual, incorporating supplemental guidance provided in the 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region. Delineation of any non-wetland waters of the United States will be conducted in accordance with the 2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States.

State (California Government Code 4216 and Title 8, Chapter 4, Subchapter 4, Article 6, Section 1541) and federal (29 CFR 1926 Subpart P [1926.650 to .652]) health and safety laws require notification to underground utility operators prior to excavation work (as defined in Section 1541 above) to protect underground infrastructure. In compliance with these laws and in accordance with ICF's Gold Shovel Standard certification, ICF will conduct a site visit before conducting delineation field surveys to appropriately pre-mark the locations on the project site where we intend to establish delineation data points and will notify the regional notification center (i.e., northern California: USA North 811/southern California: DigAlert) to enable the utility operators to either mark their infrastructure onsite or confirm that no infrastructure is present. Any marked infrastructure present will be avoided by ICF field staff.

ICF will also follow the procedures specified by the above regulations in the event that an underground utility is discovered during field surveys.



The boundaries of all potential waters of the United States will be delineated, mapped, and documented in accordance with the Sacramento District's Minimum Standards for Acceptance of Preliminary Wetland Delineations Aquatic Resources Delineation Reports (January 2016) and the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (February 10, 2016). Once approved by the City, the delineation report will be submitted to the USACE for verification with a request for a Preliminary Jurisdictional Delineation in accordance with Regulatory Guidance Letter 08-0216-01. Note that all findings should be considered preliminary until verified by the USACE.

4.3.7 - Community Impacts

The initial iteration of the project did not require a Community Impact Analysis as indicated in the PEAR. The revised full build project would require the acquisition of new ROW and may result in the removal of a business. Therefore, a CIA will be required. ICF will conduct research related to community impacts, land use, and environmental justice and prepare a CIA memorandum consistent with guidance contained in Caltrans' Environmental Handbook Volume 4: Community Impact Assessment.

4.3.8 - Water Quality Assessment Report

An ICF water quality specialist will prepare a WQAR for the proposed project. A draft drainage impact study report has been prepared by WRECO for the project and will be used as a reference in preparation of the WQAR. The WQAR will follow the Caltrans approved template and the draft will be completed within six weeks of approval of this scope of work.

This task provides for the preparation of a draft WQAR and electronic submittal for review and comment by Caltrans. This task allows for one review and assumes that Caltrans will provide comments.

Following receipt of comments on the draft WQAR, ICF will address all comments and submit the revised WQAR via electronic submittal to Caltrans. It is assumed that no new analysis will be required to address comments and that comments will be minimal. Once the revised WQAR is reviewed, ICF will

submit up to two copies of each report to be delivered in hard copy to Caltrans. The final WQAR will be completed within four weeks of receipt of screen check comments on the revised WQAR.

4.3.9 - Project Description

ICF will prepare a draft project description based on drawings provided by Mark Thomas. Mark Thomas' comments will be incorporated into the project description before the draft is sent to Caltrans for review. ICF GIS staff will work with Mark Thomas staff to obtain GIS/CAD data and create figures for use in technical studies and in the environmental document. We assume one round of review from Caltrans.

4.4 - Environmental Documentation – Optional Task

4.4.1 - Administrative Draft IS/MND



Based on technical studies, ICF will prepare an IS/MND to Caltrans District 10 specifications. ICF will prepare an administrative draft document and submit it electronically to Mark Thomas and the City for review and comment. Comments will be incorporated into the revised document, which will be forwarded to Caltrans for review along with required External QC forms. We anticipate four rounds of Caltrans review (Generalist/Specialist, Senior, QA/QC, and Office Chief). We assume that all reviews will occur in electronic document and no hard copies will be produced.

4.4.2 - Public Draft IS/MND

A screen check Draft IS/MND will be prepared incorporating all Caltrans comments. ICF will also submit a review tool checklist and External QC certifications. ICF will prepare up to 15 hard copies of Draft IS/MND for distribution and print ready and web-ready electronic versions. ICF will prepare 15 hard copies of the executive summary and 15 CDs and deliver them to the State Clearinghouse with the Notice of Preparation.

4.4.3 - Final IS/MND

ICF will organize public comments received and prepare responses to comments for review by Mark Thomas and the City. When comments have been incorporated, ICF will forward the responses to comment to Caltrans for review. We assume that up to 10 comments will require drafted responses and that these comments will represent common concerns. We further assume that no additional analysis will be necessary to address comments. While more than 10 individual comments may be received, an approach is recommended that would organize comments according to topical issue and respond to them as a group.

ICF will prepare an administrative draft Final IS/MND, including responses to comments received during the public review period, and a draft mitigation monitoring plan. The Final IS will consist of a republished version of the draft IS with revisions indicated by vertical lines in the margins, a response to comments section, and appendices with public comments and other pertinent information, to meet Caltrans specifications. The administrative draft will be provided to Mark Thomas and the City for review and comment. Comments will be incorporated prior to submitting it to Caltrans for review. ICF will prepare up to 15 hard copies of Final IS/MND for distribution and print ready and web-ready electronic versions.

ICF will prepare the Notice of Determination for signature by Caltrans within 5 days of approval of the project and will deliver it to the State Clearinghouse.

4.4.4 - Optional PM Hot Spot Modeling

ICF will conduct a quantitative particulate matter (PM) hot spot analysis to confirm the project would not cause a new PM violation or contribute to an existing violation. The analysis will follow the United States Environmental Protection Agency's (EPA) Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas and consist of the following general steps:

1. Develop the quantitative modeling protocol.
2. Consult with the interagency consultation group, including EPA, to approve the quantitative



modeling protocol.

3. Develop emissions inventories for exhaust, tire and brake wear, and re-entrained road dust using traffic data provided by the traffic engineer and the most recent EPA-approved EMFAC model.
4. Complete dispersion modeling using EPA's AERMOD model.
5. Compile the quantitative hotspot analysis report.
6. Submit report to interagency consultation for review and concurrence.

ICF will prepare a PM quantitative hot spot analysis report that would also be incorporated into the air quality technical report and air quality conformity assessment.

TASK 5- PRELIMINARY ENGINEERING

5.1 - Photogrammetry & Control Surveys (Optional Task)

Aerial photogrammetric mapping has been provided by the City, but there has not been any confirmation that it has gone through the formal Caltrans "ABC" approval process. If necessary, Mark Thomas will obtain aerial new planimetrics that meet these requirements for a 6,000-foot stretch along Interstate 580 extending approximately from 2,500 feet west of Patterson Pass Road to 3,500 feet east of Patterson Pass Road. Topography will be produced at design level scale of 1" =50' with a 1' contour interval with a DTM. Mark Thomas will set 19 aerial Pre-mark's (flight crosses) and survey them in accordance with Caltrans 3rd order control standards. Surveys will be conducted in accordance with published Caltrans standards for ABC aerial mapping process. Mark Thomas will submit the 'A' letter defining the project and the proposed methods. Once the 'A' letter is approved, Mark Thomas will set the Pre-mark's and conduct the control survey while sub consultant Radman Aerial Surveys will collect the aerial photographs. The 'B' letter will then be submitted, including a report of the survey control. Once accepted by Caltrans Radman Aerial Surveys will compile and provide mapping. Mark Thomas will compile 'C' letter components and submit to Caltrans for approval.

5.2 - Supplemental Topographic Survey

Five (5) days will be reserved for supplemental field surveys to identify and locate key features within the project limits. Three (3) Days of traffic control are reserved for work within Caltrans right of way for this effort. This supplemental mapping will be merged with the Aerial photogrammetry to provide a complete base map and surface model for future work. It's assumed access will be provided onto private properties.

The aerial survey and supplemental topography will be compiled into an Electronic Base Map. This will be in AutoCAD format and include a Digital Terrain Model (DTM) from which contours will be generated. The electronic base map will:

- Include north arrow and a graphic scale
- Include legend symbols for all planimetric details
- Include control points



- Delineate planimetric features
- Include above-ground utilities

5.3 - Record Research & Monument Search

Mark Thomas will research and obtain record mapping from the County necessary to determine the Right-of-Way lines of I-580, Patterson Road and Mountain House Parkway within the project area.

A diligent search will be conducted to locate existing monuments within the project area. Found monuments will be located using a Total Station or GPS and included in the base map. Mark Thomas assumes monuments or reference marks thereto shown on various maps will be available to retrace the lot lines without convoluted surveys outside the project limits.

It is assumed all Preliminary Title Reports to discover other easements which may affect the project will be provided.

5.4 - Right of Way Retracement/ Property Line Delineation

Utilizing the information gathered Mark Thomas will review and analyze the property / right of way ties obtained. Mark Thomas will then delineate the right of way and parcel lines of impacted parcels within the project limits. It is assumed that no more than five (5) parcels within the project limits will be impacted. After the boundary has been resolved Mark Thomas will plot all encumbrances affecting the acquisition that are shown in the title reports. It is assumed that a Record of Survey will not be required.

During a boundary survey, it is possible that the requirement to file a record of survey will be triggered. This most often happens by the discovery of conflicts or alternate evidence not shown on recent maps. Should such a conflict or other evidence be discovered, work will stop, and the project team will be notified. Work will continue when agreement has been reached on path forward and additional budget for a record of survey has been secured.

5.5 - Utility Coordination

Mark Thomas will prepare Utility "A" Letters to request updated utility information for their facilities. We assume Mark Thomas will mail the "A" letters and track the responses.

Deliverables:

- *Updated Base Maps*
- *Utility "A" letters*
- *Utility Tracking Spreadsheet at project close-out*

5.6 - Roadway Drainage Report

Mark Thomas will prepare a drainage report and submit it to the City and Caltrans for review. The report will include a delineation of existing and proposed drainage shed areas, calculations for proposed drainage conditions (based upon the Rational Method), and calculations for proposed pipe sizes, inlet locations, and outfall areas. It is assumed that the majority of the roadway drainage will be contained within proposed roadside ditches and will



drain into existing drainage sheds adjacent. A significant storm drain system or retention/detention basins are not anticipated.

5.7 - Storm Water Data Report

Mark Thomas will update the Storm Water Data Report (SWDR) for the PS&E phase. The report will be submitted to the City and Caltrans for approval.

5.8 – Geotechnical & Foundation Report

Geocon Consultants, Inc. (Geocon), will provide geotechnical design services to support the preparation of plans, specifications and cost estimates for the I-580 and Mountain House Parkway interchange improvement project. Deliverables will include a Geotechnical Design Report (GDR) for the proposed roadway widening and new on-ramp, and a Foundation Report (FR) for the planned widening of the existing I-580 over-crossing. Details of the proposed geotechnical scope of services are provided below.

Field Exploration

Based on the project details summarized above and our experience at the project site, Gecon will complete the geotechnical exploration for the project. Soil borings will be performed by a California C-57 licensed drilling subcontractor under a soil boring permit from San Joaquin County Environmental Health Department.

- Three soil borings are proposed for the planned bridge widening. One boring will be situated in each of the abutment areas, with the third boring in the I-580 median. These borings will extend to depths of approximately 30 to 40 feet but the borings may be terminated at shallower depths if difficult drilling conditions or refusal are encountered. Up to 6 additional borings will be advanced to depths of approximately 5 to 10 feet in the areas of proposed roadway widening and the new on-ramp.

Geocon will provide GDR and FR for the project. Each report will include relevant Log of Test Boring sheets in accordance with Caltrans standards. Geotechnical engineering for each report will generally follow Caltrans guidelines or other accepted industry standards of practice. The FR will include design-level recommendations for foundation types, lateral and axial design capacities, and seismic design criteria. The following scope of services will be delivered.

Research and Data Collection

Review of readily available geologic and soil literature in the vicinity of the project, including review of any as-built drawings and existing LOTB.

Permits/USA Clearances

Field operations will comply with Caltrans and/or San Joaquin County permit requirements. Exploration locations will be marked in the field and cleared through USA. Field investigations will be performed under a Caltrans DP permit issued under a master encroachment permit obtained by others.

Field Exploration



Explorations will provide an evaluation of subsurface conditions for the project. The explorations will consist of hollow-stem auger borings drilled to maximum depths of 40 feet or less using a truck-mounted drill rig. Approximately 9 soil borings or less will be required based on the geotechnical approach outlined in the preceding section. Exploration locations may depend upon available access, logistical constraints and subsurface data from previous studies. Borings will generally be situated in shoulder areas. As such, it is assumed that a formal traffic control plan and dedicated traffic control crews will not be required. Basic signage will be provided at each soil boring location during drilling operations.

Subsurface soil conditions encountered in each boring at the time of drilling will be classified and continuously logged. Relatively undisturbed and bulk samples of substrata from the borings will be obtained for further examination and laboratory testing. The borings will be backfilled in accordance with San Joaquin County Environmental Health Department requirements. Excess soil cuttings from borings will be containerized, exported and disposed as standard geotechnical cuttings. It is estimated that drilling operations can be completed in three consecutive working days.

Laboratory Testing

Laboratory tests will be performed on representative soil samples. Laboratory testing assignments will depend on the soil conditions encountered and the nature of project improvements proposed near each boring. Laboratory testing may include that for in-situ dry density and/or moisture content, shear strength, gradation analyses, plasticity, expansion potential and R-value, or other test procedures. Two soil samples from each of our three borings for the bridge widening will be submitted to our laboratory for screening-level corrosion testing.

Engineering Analyses

Engineering analyses and development of design recommendations for the proposed project elements will be performed. Specifics of the engineering analysis will depend on forthcoming project design details but we anticipate our analyses will include seismic hazard analysis, pavement design, lateral and axial capacity of foundation elements and post-construction settlement.

Assumptions

- *The City will coordinate site access/permission to enter the site.*
- *Permits beyond those discussed herein will not be required.*
- *Field work can be performed during typical workdays, Monday through Friday, during typical business hours.*
- *Proposed soil borings can be performed over three consecutive days under one driller mobilization.*
- *Exploration locations will be readily accessible to a two-wheel drive truck-mounted rig at the time of drilling.*
- *Site plans provided will show the locations of all underground utility lines and structures. Geocon is not be responsible for damage to any such lines or structures that are not shown accurately on the plans provided to us, or properly marked by utility companies.*
- *Prevailing wage requirements will apply to our drilling subcontractor.*
- *Soil cuttings can be containerized, exported and disposed as standard geotechnical cuttings with no staining or odors suggestive of contamination.*



5.9 – Hazardous Materials Report

Geocon will prepare the Hazardous Materials Reports required for the interchange project. This will include the following:

ADL and TPH Investigation

- Field Activities - Advance 24 borings to 2.5 ft below ground surface and collect three soil samples per boring (total 72 samples)
- Laboratory Analyses - 58 soil samples for Total Lead; 14 soil samples for CAM 17 metals; 48 soil samples for Soluble (WET or TCLP) Lead; 12 soil samples for TPHg/BTEX/MTBE; 12 soil samples for TPHd/mo; 12 soil samples for Pesticides
- Draft Preliminary and Final Site Investigation (PSI) report

Soil Investigation (I-580 at Mountain House Parkway Overcrossing [OC] Additional Span)

Groundwater is anticipated to be below a depth of approximately 50 feet; consequently, groundwater sampling is not included in this scope. If CIDH piles are proposed for depths that encounter groundwater, sampling may be required to evaluate groundwater. This will be developed with the following tasks.

- Field Activities- Advance 2 borings to 5 ft below ground surface; Collect two soil samples (1 and 5 ft) from each location (total 4 soil samples)
- Laboratory Analyses - 4 soil samples for CAM 17 metals; 4 soil samples for TPHg/BTEX; 4 soil samples for TPHd/mo; 4 soil samples for Pesticides
- Draft and Final PSI Report.

Asbestos/Lead-Containing Paint Survey (Mountain House Parkway OC)

The Mountain House Parkway OC will be tested for suspect asbestos and lead-containing paint.

- Field Activities - up to 12 asbestos samples for PLM analysis, 4 asbestos sample for point count (400 pts), 4 paint samples for total lead, and 3 paint samples for soluble (WET or TCLP) lead.
- Draft and Final Asbestos/LCP Survey Report for Client review.

5.9.1 Phase II Investigation at 76 Service Station- Optional Task

If there are significant impacts to the existing 76 Service Station, Geocon will complete a Phase II Hazardous Materials analysis of the site.

- Field Activities - Advance 8 borings to 5 ft below ground surface; Collect two soil samples per boring (total 16 samples)
- Laboratory Analyses- 16 soil samples for CAM 17 metals; 16 soil samples for TPHg/BTEX/MTBE; 16 soil samples for TPHd/mo.



- Draft and Final PSI Report.

5.10 - Structure Type Selection Report

The Mark Thomas team will prepare a type selection report for the proposed bridge widening. In accordance with Caltrans OSFP Information and Procedures Guide, Section 4-2 and Caltrans Memo to Designers, Mark Thomas will complete the Structure Type Selection process for the I-580 Overcrossing based upon the approved Advance Planning Study.

For the I-580 Overcrossing the findings and recommendations within the Type Section Report will be presented at a structure Type Selection Review Meeting that will be held at Caltrans in Sacramento. Mark Thomas will present the project, preliminary seismic design criteria and preliminary design of columns and foundations to the City and Caltrans engineers.

The work will conform to standards and criteria as required by the City and Caltrans as well as the requirements of this Scope of Work, and will include all plans, reports, and estimates necessary to complete this task.

The Type Selection Report will include the background information of the bridge, geometrics, utility and drainage considerations, constructability issues, foundations, structure alternatives, as well as the recommended structure type. The report will include bridge general plans, foundation plans, and general plan estimates for the structure types presented.

Deliverables

- Updated Base Mapping (1" = 50')
- Final SWDR - 5 copies
- Final Drainage Report - 5 copies
- Final Geotechnical Design & Materials Report - 5 copies
- Final Bridge Foundation Report - 5 copies
- Structure Type Selection Report - 5 copies
- Structure Type Selection Meeting - 1

TASK 6 - RIGHT-OF-WAY & UTILITY CERTIFICATION ACTIVITIES

The Right of Way and Utility Certification effort will include documentation of existing right of way limits, updating the limits of proposed right of way acquisitions, providing right of way acquisition documents prepared to current Caltrans standards, and finalizing proposed utility relocations.

6.1 - Appraisal Mapping



Appraisal mapping showing up to 5 parcels will be prepared to Caltrans standards using the existing Right of Way data from the Right of Way retracement. Additionally, the Appraisal Mapping will show screened topographic information and have tabular data for parcel acquisitions, including Caltrans parcel numbers (for all parcels that ultimately will revert to the state), owner name, areas of total ownership, acquisition remainder, and encumbrances. It is assumed that the appraisal mapping will be no more than 8 sheets. Right of Way record maps are not included in this scope of work.

6.2 - Legal Descriptions and Plats

Mark Thomas shall prepare legal descriptions and (8 ½" x 11") plats for the acquisition parcel(s). These will undergo one review by the CT and City for technical accuracy before being signed and wet-stamped. It is assumed that no more than three (3) plat and legal descriptions will be prepared for acquisition.

Assumptions and Exclusions

- *All access to the site will be provided.*
 - *Monument Preservation is not included*
 - *A Record of Survey is not included.*
 - *No underground locations are included in this scope of work.*

6.3 - Final Utility Coordination

Building on the utility coordination during PA&ED, Mark Thomas will work with the City and Caltrans to finalize all utility agreements and certifications. This will include preparing Utility "B" and "C" letters along with Notice to Owners, Reports of Investigations, and Utility Agreements to satisfy Caltrans requirements. Once completed, Utility Certification packages will be sent to the City and Caltrans for approval and included in the Right of Way Certification package. Mark Thomas anticipates two (2) days of potholing to locate/verify utility facilities.

Deliverables

- Draft & Final Appraisal Maps – 5 parcels
- Draft & Final Acquisition Documents – 5 parcels
- Draft & Final Plat Maps – 5 parcels
- Utility "B" and "C" Letters (5 copies)
- Utility Verification Maps (5 copies)
- Utility Conflict Maps (5 copies)

TASK 7 - DETAILED PROJECT DESIGN



The Mark Thomas team will complete the design tasks for final plans, specifications, and estimates for the interchange, structure design, and local roadway connections. Plans shall be prepared to Caltrans and City format and shall be submitted at the 65%, 95%, 100% and final stages of design. Following each design submittal, City and Caltrans comments will be reviewed and addressed. Designs will be based upon the Ultimate Phase improvements as identified in the approved Project Report.

7.1 - Roadway Plans

Mark Thomas will prepare Roadway Plans to current City and Caltrans standards.

For the Utility Plans & Details, it is assumed that, other than the new waterline connection, all specific details necessary for the relocation of any affected utilities will be designed and provided to Mark Thomas by the utility owner. The scope and cost proposal assume a minimal effort by Mark Thomas for utility plans and generally include drafting of utility information provided by the utility company.

A total of seven (7) overhead signs and one (1) bridge mounted sign will be included on the Overhead Sign and Bridge Mounted Sign Plans. The bridge mounted sign is assumed to be on the widened overcrossing structure.

It is anticipated that the following sheets will be prepared.

Description:	Estimated Number of Sheets Mark Thomas
Title Sheet	1
Typical Cross Sections	5
Construction Control Diagram/Key Map	1
Ramp and Highway Layouts	8
Profile and Superelevation	14
Construction Details	20
Contour Grading	4
Temporary Water Pollution Control Plans and Quantities	8
Drainage Plans, Profiles, Quantities and Details	20
Utility Plans & Details	10
Pavement Delineation Plans, Quantities and Details	15
Sign Plans, Quantities and Details	18
Overhead Sign Plans	3
Summary of Quantities	4
Stage Construction/Traffic Handling Plans and Quantities	15
Detour Plans	4
Construction Area Signs	1
Erosion Control Plans	8
Traffic Signal and Highway Lighting Plans (By F&P)	44



Total Estimated Roadway Plan Sheets

203 sheets

7.2 - Structure Design

7.2.1 - Structure Design (65% Plans)

Mark Thomas will commence the structure design upon the City and Caltrans approval of the Type Selection Report. We have assumed that the preferred structure type for the widening of the I-580 Overcrossing will be a reinforced concrete box girder. The structure will be designed in accordance with AASHTO LRFD Bridge Design Specifications, 6th edition with the California Amendments. For seismic design, Caltrans Seismic Design Criteria (Version 1.7) will be followed. Other references that Mark Thomas will follow are Caltrans Division of Structures "Bridge Memo to Designers", "Bridge Design Aids", "Bridge Design Details" and the "Office of Specially Funded Projects Information and Procedure Guide". It is anticipated that the Structures Plans will consist of the following sheets:

Description:	Estimated Number of Sheets
General Plan	1
Index to Plans	1
Deck Contours	1
Foundation Plan	1
Abutment Layout	2
Abutment Details	5
Bent Layouts	2
Bent Details	2
Typical Section	1
Girder Layout	2
Girder Reinforcement	1
Miscellaneous Details	4
Bridge Mounted Signs	2
Log of Test Borings	3
Total Estimated Structure Plan Sheets	28 Sheets

As an optional task, Mark Thomas will commence the structure design upon the City and Caltrans approval of the Type Selection Report for the Aqueduct structure. We have assumed that the preferred structure type for the will be a precast concrete box girder structure. Coordination with DWR for the structure approval is included with the optional task.

7.2.2 - Independent Check (95%)



Under this task, Mark Thomas will review comments from the City and Caltrans 65% review and incorporate the comments into the 95% PS&E submittal. Quality Control reviews will be performed before submittals to the City and Caltrans.

Mark Thomas will perform a structure independent check on the bridge following standard Caltrans practice, which involves having a registered professional engineer who is independent from the project check the structure design, plan preparation, and quantity estimates. Differences in the calculations will be reconciled before the 95% plans are submitted to the City and Caltrans for review and approval. A bound set of design and independent design calculations will be prepared and submitted as part of the 95% submittal package.

Upon completion of the independent check, Mark Thomas will prepare design and independent check quantity calculations, which will be reconciled in accordance with Caltrans Bridge Design Aids Section 11 "Estimating." From these quantity calculations, Mark Thomas will prepare an Engineers Estimate. Construction costs for the estimate will be developed using current bid results from similar projects, Caltrans data base information and from Caltrans latest Construction Cost Manual. All estimates shall be done in Caltrans BEES format using MS Excel.

Also at this time, Mark Thomas will prepare a set of Structure Special Provisions used to augment Caltrans Standard Specifications.

7.2.3 - Structures Final Submittal (100% Plans)

Upon receiving comments back from the City and Caltrans on the 95% submittal Mark Thomas will make any required revisions and submit 100% PS&E. This submittal represents a biddable package.

7.3 - Traffic Signal & Highway Lighting

Fehr & Peers will complete the following scope of work for the I-580/Mountain House Parkway interchange. We will conduct a field review of the interchange to verify the existing aboveground signal and electrical equipment. We will prepare plans, specifications, and estimates (PS&E) and submit to Mark Thomas for processing. We will respond to up to three (3) rounds of comments and prepare final PS&E. We will be available to attend up to four (4) meetings during PS&E preparation.

Fehr & Peers will prepare electrical load calculations and submit them with applications to the utility service provider to verify the service point locations and capabilities. Telephone service drop locations will also be verified and coordinated with the telephone service company. Any connection or application fees for electrical and telephone service shall be paid for by the client. These fees are not included in this scope.

Fehr & Peers will prepare the design of traffic signal and intersection safety lighting PS&E for the I-580 eastbound and westbound ramp intersections on Mountain House Parkway. The designs will address the removal of the existing traffic signals and installation of new traffic signals at the new ramp locations. We will prepare PS&E in accordance with Caltrans District 10 requirements and will use the 2015 Caltrans Revised Standard Plans and Specifications unless the 2018 versions are published prior to the start of design. The designs will address the type



of traffic signal controller and service enclosure, vehicle and pedestrian signals, vehicle, bicycle, and pedestrian detection, intersection safety lighting, emergency vehicle detection, and the conductor and equipment schedules.

Ramp Metering

Fehr & Peers will prepare ramp metering PS&E for the I-580 eastbound and westbound diagonal and eastbound loop on-ramps at Mountain House Parkway. The ramp metering design will be based on Caltrans standards and guidance, set forth in the latest Ramp Metering Design Manual. Fehr & Peers will establish locations for the controller cabinet, service cabinet, poles and other necessary signal equipment, ramp metering detection, and advance flashing beacons. The design will include supporting queue and count loops on the ramps and mainline.

Highway Lighting

Fehr & Peers will prepare highway lighting PS&E for the new I-580 ramps at Mountain House Parkway. This includes new lighting for the eastbound and westbound on-ramps and off-ramps. We will establish electrolier placement based on Caltrans requirements and the site conditions and identify the service point connections. We will also provide conduit, as required by Caltrans, for new overhead signs. It is assumed that new sign illumination will not be required.

City Street Lighting

Fehr & Peers will prepare street lighting PS&E for Mountain House Parkway within the limits of roadway widening, including lighting on the interchange structure.

Signal Interconnect

Fehr & Peers will prepare traffic signal interconnect plans for Mountain House Parkway between the two ramp intersections and the signalized intersection at Schulte Road.

Temporary Signal and Lighting

Fehr & Peers will prepare temporary traffic signal and lighting plans to maintain operations during construction. This scope includes temporary traffic signals for two construction stages at two intersections, and temporary ramp lighting plans for the ramps for two construction stages. Depending on the construction staging, additional temporary items may be determined to be necessary and will be added with a separate scope and fee.

Traffic Design Meetings

Fehr & Peers will attend up to four project meetings to discuss the traffic design.



Electrical Design Assumptions:

It is assumed that the existing mainline systems, including fiber optic systems, will not be modified with this project unless addressed above. Any services not specifically listed above will be considered additional work for which a separate scope and fee will be prepared.

7.4 - Resident Engineer's (R.E.) File & Surveyor's File

Following the identification of construction funding, and upon approval by the City, Mark Thomas will prepare the RE file and Surveyor's file for the project. The RE file will include project correspondence and memorandums that are important for the Resident Engineer to know about decisions, etc. that were made during project development. The Surveyor's file will include pertinent information needed to establish project control. Caltrans Project Development Manual, latest edition will be used as a guideline. Construction Staking Notes are not included within this task; should the City want Mark Thomas to prepare staking notes, a separate scope of work and fee will be provided.

7.5 - General Cross Sections

General cross sections will be developed at 1"=10' scale for the auxiliary lanes, new interchange and ramps, and Placer Parkway and will be placed on a grid showing the existing ground, surface geometry, elevations, edge of pavement, existing/proposed fence lines, subgrade (including AC, AB, and ASB surfaces) and finished surface. The conform elevation will be plotted on the cross sections. The cross sections will be created every 50 feet.

7.6 - Specifications

The Mark Thomas team will prepare Special Provisions for inclusion within the contract documents. The special provisions (SSPs) will follow Caltrans 2015 Standard Special Provisions and Standard Plans. It is assumed that the City will provide the General Provisions to be included in the specification package; Mark Thomas will review and update references as appropriate for use of the Caltrans specials (i.e. establish hierarchy for which documents take precedence, coordination of bonding and insurance requirements, etc).

7.7 - Construction Cost Estimates

Mark Thomas will prepare an updated itemized engineer's estimate for the 65% (Roadway Items only), 95% and final stages for the project. The format will be similar to the Caltrans BEES format. The unit costs will be determined by reviewing similar recent project bid summaries, the most current Caltrans Contract Cost Data book, the California Highway Construction Cost Index information, and the Caltrans ESC site.

7.8 - Contract Plan Preparation

The updated plans will be prepared for each bid package and submitted at the 65%, 95%, and final stages. It is assumed that 25 sets of half size plans will be submitted to Caltrans for each submittal, plus six (6) sets each to the



8.1 - Technical Study Management

ICF technical staff will review existing information and conduct studies necessary to complete analysis of potential environmental effects, per the results of the discussions with BOR in Task 1. This analysis will be necessary to support a CE if possible, or to prepare an EA, if necessary. It is assumed that information in the Cordes Ranch Specific Plan can be used, if verified.

Tasks to complete technical analysis are described below.

8.1.1 - Visual/Aesthetic Resources

ICF visual resources specialist will review existing information and conduct a site visit, take photographs and consider the site-specific visual and historic context, anticipated sensitivity of identified viewers and the extent of visibility. The analysis will consider the consistency of the project with the applicable City of Tracy General Plan visual resources policies, and other applicable regulations and guidance and will be used to support the CEC or summarized in the EA.

Assumptions

- All necessary field investigations can be conducted by 1 staff person in 1 day (including travel time).
- No formal analysis or photosimulations are needed
- The appropriate entity will provide the following:
 - Relevant project study reports;
 - Site design, landscaping, and/or lighting plans. Plans should include layout mapping that provides topographical lines, the location and elevation of existing and proposed site features, and material and color themes for any proposed structures;
 - Aerial photographs showing land uses and environmental concerns within 500 feet of the project site at a scale of 1:2,000 or less;
 - Community impact studies and public comments, if available.

8.1.2 - Community Impacts/Environmental Justice/Land Use/Ag

ICF will perform a site visit and will review all applicable planning documents including but not limited to the City of Tracy and San Joaquin County General Plans and General Plan Land Use Designations Maps, the Planning and Zoning Ordinances, and the Zoning Maps. It is anticipated that most of the information contained in the Cordes Ranch Specific Plan EIR can be used for this analysis. ICF will assess potential impacts to environmental justice populations. ICF will also consider agricultural uses in the study area and lands that are designated as Important Farmland by the California Department of Conservation Farmland Mapping and Monitoring Program. ICF will evaluate loss of any Important Farmland, coordinate with NRCS and prepare a worksheet for their review, as necessary. Related resource areas, including population and housing, public services including local schools and emergency services, recreation in the study area, and utilities that could be impacted by the project will be considered and impacts evaluated. This information will be used to support the CEC or incorporated into the EA.

Assumptions

- City and Mark Thomas will provide ROW take data in GIS format.



8.1.3 - Cultural Resources

ICF will conduct cultural resource studies that are needed to address requirements of Section 106 of the National Historic Preservation Act (NHPA), and NEPA. ICF will work with Mark Thomas and BOR to prepare the area of potential effect (APE) map, which will include the direct and indirect APEs encompassing all access and staging areas. A records search from the California Historical Resources Information System will be requested for the project area and 1/2-mile radius around the project area. ICF cultural resources staff will request a sacred lands database search and a list of Native American Representatives from the Native American Heritage Commission (NAHC). Archaeological and built environment inventories will be conducted to address any areas of the APE that have not been addressed by a recent study (including the Cordes Ranch EIR), if any exist. ICF will conduct a field survey, at a minimum, verifying conditions described in previous studies, and prepare the cultural resources technical report addressing both built environment and archaeological resources. ICF understands that the Delta-Mendota Canal has been recommended as eligible for listing in the NRHP/CRHR in previous studies. Based on recent experience with SHPO in documenting NRHP/CRHR eligible linear resources, it is anticipated that rather than evaluate the entirety of these resources, it would benefit the project to assume that the canal is eligible for the purposes of the project and evaluate the effects to the resource. This evaluation can be completed within the cultural resources report and submitted to SHPO for review. Based on our understanding of the project, we assume that the project will not result in an adverse effect to historic resources (FNAE), as it will not permanently affect the alignment or function of the canal. It is assumed no other built environment resources and no archaeological resources will be located within the APE.

Additionally, an ICF geologist will evaluate the potential for paleontological resources within the project area and the likelihood of disturbance.

Assumptions

- City and Mark Thomas will provide project footprint in GIS with parcel data.
- Prologis will provide cultural resources technical study and records search associated with Cordes Ranch EIR.
- Records search fees will not exceed \$300.
- 8 hour of Section 106 support is included in this scope of work.
- No archaeological resources will be located within the project area or discovered as a result of the field inventory.
- The bridges over the Delta-Mendota Canal will not require evaluation and will not be previously determined eligible for listing in an historic register.
- No more than 2 properties containing built environment resources 45 years old or older will be located in the APE require formal inventory and recordation. Only brief descriptions and eligibility statements for these two resources will be required. No preparation of Department of Parks and Recreation 523 forms will be required as BOR will be assuming eligibility.
- The FOE conclusion will be No Adverse Effect.

Deliverables

- Draft and final APE map in electronic and hard copy
- Two drafts of the cultural resources report in Word and stacked pdf



- Final cultural resources report in Word, pdf, and 5 hard copies

8.1.4 - Air Quality/Climate Change

The analysis will focus on the criteria pollutants and greenhouse gases (GHG) of greatest concern in the San Joaquin Valley Air Basin (SJVAB) that will be generated by construction and operation of the proposed action. Those pollutants include ozone precursors (reactive organic gases [ROGs] and oxides of nitrogen [NO_x]), carbon monoxide (CO), inhalable particulate matter (PM₁₀ and PM_{2.5}), sulfur dioxide (SO₂), carbon dioxide (CO₂), methane (CH₄) and nitrous oxide (N₂O).

ICF will evaluate short-term construction emissions generated by off-road construction equipment and on-road vehicles. Fugitive dust emissions from earthmoving activities and evaporative ROG emissions from asphalt paving will also be quantified. All construction emissions will be estimated using the Roadway Construction Emissions Model (RCEM). Where project-specific data are unavailable, ICF will use default values from the RCEM. The analysis will address adherence to San Joaquin Valley Air Pollution Control District (SJVAPCD) rules and regulations, including Rule 9510 and Regulation VIII. Long-term operational emissions from changes in traffic volumes will be quantified using traffic data from the transportation engineer and the California Air Resources Board's (CARB) EMFAC model. Potential receptor exposure to mobile source air toxics (MSAT) and odors will be assessed qualitatively using guidance from the Federal Highway Administration, SJVAPCD, and CARB. Since the project requires federal approval and would generate emissions within a federally-designated nonattainment area, it is subject to the federal General Conformity regulation (40 CFR Parts 5, 51, and 93). ICF will prepare a conformity evaluation to determine whether all direct and indirect emission sources associated with the federal action exceed applicable General Conformity de minimis thresholds. GHG impacts will be assessed with the context of federal, state, and local emissions.

Assumptions

- Construction (e.g., equipment, vehicles, schedule) and operational data (e.g., vehicle miles traveled) will be provided by the project applicant and transportation engineer. ICF will prepare a data request outlining the specific model needs.
- A qualitative health risk (HRA) assessment will be sufficient to analyze potential MSAT impacts. If data indicate that a quantitative HRA is necessary, a scope and budget amendment will be required.
- Construction and operational emissions will not exceed the General Conformity de minimis thresholds. If the conformity evaluation indicates that emissions are more than any of the General Conformity de minimis thresholds, ICF will prepare a conformity determination on behalf of the federal lead agency consistent with 40 CFR Part 93, Subpart B. A scope and budget amendment will be required for this analysis.

8.1.5 - Noise and Vibration

ICF will assess noise impacts associated with widening of Delta Mendota Canal roadway crossings at Schulte Road and International Parkway. Existing noise conditions in the project area and the local noise standards will be summarized based on information in the Cordes Ranch EIR. Construction noise impacts will be evaluated using



methods recommended by the U.S. Department of Transportation and data on construction equipment timing and usage necessary to complete the project. Operational traffic noise impacts and related mitigation will be summarized based on the traffic noise analysis presented in the Cordes Ranch EIR. This information will be used to support the CEC or will be presented in the EA.

8.1.6 - Biological Resources

ICF will review existing information, and conduct research and a field survey to identify special-status plant or wildlife species, sensitive habitats, and sensitive resources that may be affected by the proposed project. ICF will obtain and review existing and available information that pertains to the project area, including a review of records from California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database (CNDDDB)(2017), California Native Plant Society's Inventory of Rare and Endangered Plants (2017), U.S. Fish and Wildlife Service species lists, environmental documents recently prepared for other projects in the area (Cordes Ranch EIR), and ICF file information of biological data gathered for other projects in the region, including the I-205/Mountain House Parkway Interchange and I-580/Mountain House Parkway Interchange projects.

ICF biologists will conduct a one-day field visit to verify habitat conditions described in the Cordes Ranch project area. The biologists will map, photograph, and describe any changes in conditions observed during the field visit.

Assumptions

- Conditions will be similar to those in 2012.
- No focused or protocol-level surveys for animals would be conducted.
- The SJMSCP can be used and will provide take authorization for all state and federally listed species that could be affected the project, and no additional ESA compliance would be required.
- The cost estimate assumes that the botanical field surveys will be completed in two days, and that the aquatic resources delineation work can be conducted concurrently.
- No protected trees are within the study area.
- No previously undocumented potential wetlands will be located within the project area and no revisions to the Wetland Delineation will be necessary.

8.3 - Environmental Documentation

8.3.1 - Administrative Draft EA

Early in the project schedule, ICF will coordinate with Mark Thomas, the applicant, and the City to compile a comprehensive project description. This will include, but will not be limited to, available information about construction methods, estimated number of workers, types of construction machinery, erosion control and other best management practices, period of construction, equipment and materials storage and staging areas (if any), anticipated traffic restrictions (if any), and other related activities. ICF will submit an electronic copy of the draft project description to BOR for review to confirm the scope of the project, the purpose and need statement, and to ensure that the project description is sufficient for analysis of relevant impacts. Upon receipt of comments and confirmation that the project description is adequate ICF will proceed with studies described in Task 2, and the preparation of the EA.



ICF will use the results from the research and technical studies described above and information in the Cordes Ranch Specific Plan EIR to support the analysis for all resource areas. ICF will provide an electronic copy of the document for review by the City and Mark Thomas, address comments, and incorporate them into the document prior to forwarding the electronic document to BOR for review. ICF will address and incorporate comments from BOR and provide a screencheck EA for review by all.

Assumptions

- The AD EA will address one build alternative and the no-build alternative.
- Mark Thomas, the applicant, and the City will supply ICF with appropriate plans and specifications as well as other relevant data necessary to identify impacts and feasible mitigation measures.
- No new studies related to hydrology, hazardous materials, traffic, and geotechnical studies will be necessary.
- Mark Thomas and the City will conduct concurrent reviews of the administrative draft IS.

Deliverables

- Electronic copy (MS Word) of AD EA for Mark Thomas and City review
- Electronic copy (MS Word) of AD EA with comments incorporated for BOR review
- Up to 5 printed screencheck copies of the EA

8.3.2 - Public Draft EA

NEPA requires the EA/FONSI be made available to the public and any responsible agencies for review before making a decision on a project. Upon approval of the screencheck draft, ICF will provide the BOR with up to 15 copies of the public draft EA for distribution, as well as a reproducible and web-ready electronic copies. ICF will assist BOR in noticing by preparing text and providing project figures. ICF assumes that BOR will implement appropriate noticing.

Assumptions

- The BOR will be responsible for noticing and distributing the EA.
- Review period will be 30 days.

Deliverables

- Text for noticing in electronic format
- 15 hard copies of public draft of EA, one reproducible copy (in PDF form) of the EA, web-ready copy of the EA, electronic copies on CD or other electronic storage media to the BOR

8.3.3 - Final EA/FONSI

ICF will review any comments received from agencies and/or the public and work with Mark Thomas, the City, and BOR to determine appropriate responses. Although formal responses are not required by CEQA, for costing purposes we have assumed that ICF will draft up to 5 responses comments. This scope assumes that responses to comments will not require additional analysis.

Assumptions

- No more than 5 substantive comments will be received on the Public Draft EA



- No new technical analysis will be required to respond to comments
- One concurrent round of review

Deliverables

- One electronic administrative draft of the Final EA/FONSI (MS Word) for review
- 5 bound hard copies, one electronic copy (MS Word), one web-ready copy, and one reproducible (pdf format), camera ready hard copy of revised Final EA/FONSI

COST PROPOSAL FOR PROJECT SCOPE: COST PROPOSAL FOR PROJECT SCOPE: Tracy - Mountain House I-205 PA-ED & PSE

	Mark Thomas																Subconsultants				TOTAL COST			
	Principal	Sr. Engineering Manager	Project Manager	Technical Lead	Sr. Project Engineer	Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Technician	Intern	Survey Manager	Project Surveyor	Survey Technician	Person Field Crew	Sr. Project Coordinator	Project Assistant	Total Hours	Total MT Cost	Roadman		Fehr & Peers	Gecon	ICF Jones & Stokes
1.0 PROJECT MANAGEMENT																								
1.1 Project Management	80	80				24										40	16	240	\$67,600					\$67,600
1.2 Caltrans PDT Meetings	18	36															16	70	\$20,100					\$20,100
1.3 QA/QC	10	40			60	80											190	\$38,920					\$38,920	
Subtotal Phase 1	108	156	0	0	60	104	0	0	0	0	0	0	0	0	40	32	500	\$126,620	\$0	\$0	\$0	\$0	\$126,620	
2.0 BASE MAPPING & UTILITY COORDINATION																								
2.1 Base Mapping							16	24				4						44	\$5,360					\$5,360
2.2 Data Gathering	4	4				20	40											68	\$10,944					\$10,944
2.3 Supplemental Topographic Mapping											4	36	24					64	\$13,200					\$13,200
2.4 Utility Coordination		2				20	40	40										102	\$12,824					\$12,824
Subtotal Phase 2	4	6	0	0	0	40	96	64	0	0	0	8	36	0	24	0	278	\$42,328	\$0	\$0	\$0	\$0	\$42,328	
3.0 PRELIMINARY ENGINEERING																								
3.1 Conceptual Alignments	4	28				172	40	80										324	\$49,344					\$49,344
3.2 Traffic Modeling & Analysis	8	20				20		8										56	\$13,536		111,136			\$124,672
3.2.1 Technical Memorandum																		0	\$0					\$0
3.2.2 Collision & Network Wide Performance Analysis																		0	\$0					\$0
3.2.3 Analysis																		0	\$0					\$0
3.2.4 Operations Analysis																		0	\$0					\$0
3.2.5 Meetings																		0	\$0					\$0
3.3 Geometric Approval Drawings	16	32				160	40	40										288	\$49,528					\$49,528
3.4 Cost Estimates	2	8			12	12		24										58	\$9,672					\$9,672
3.5 Storm Water Data Report	2	4				60	20											86	\$13,436					\$13,436
3.6 Preliminary Drainage Study	2	4				32	16											54	\$8,836					\$8,836
3.7 Risk Management Plan	4	8			8													20	\$5,568					\$5,568
3.8 Fact Sheets for Design Exceptions	2	4				24		20										50	\$7,680					\$7,680
3.9 Traffic Management Plan	2	2				24		12										40	\$6,192					\$6,192
3.10 Prepare Project Report	4	12				140	40										12	208	\$30,912					\$30,912
Subtotal Phase 3	46	122	0	0	20	644	116	224	0	0	0	0	0	0	0	12	1184	\$194,704	\$0	\$111,136	\$0	\$0	\$305,840	
5.0 PRELIMINARY ENGINEERING																								
5.2 Control & Supplemental Topographic Survey												30	84	64	112			290	\$57,580					\$57,580
5.3 Record Research & Monument Search												8	16	32	96			152	\$34,160					\$34,160
5.4 Right of Way Property Line Delineation												24	80	40				144	\$22,240					\$22,240
5.5 Utility Coordination						8	24	24										56	\$7,192					\$7,192
5.6 Roadway Drainage Report						24	40	40										104	\$12,744					\$12,744
5.7 Storm Water Data Report						24	40											64	\$8,624					\$8,624
5.8 Geotechnical Design & Materials Report		4				12												16	\$3,080			52,100		\$55,180
5.9 Hazardous Materials Report		4				12												16	\$3,080			35,505		\$38,585
Subtotal Phase 5	0	8	0	0	0	80	104	40	24	0	0	62	180	136	208	0	0	842	\$148,700	\$0	\$0	\$87,605	\$0	\$236,305
6.0 RIGHT OF WAY & UTILITY CERTIFICATION ACTIVITIES																								
6.1 Appraisal Mapping			4			12						16	40	80				152	\$21,092					\$21,092
6.2 Legal Descriptions & Plats			4			8						4	16	32				64	\$8,868					\$8,868
6.3 Final Utility Coordination			4			40		24										68	\$9,092					\$9,092
Subtotal Phase 6	0	0	12	0	0	60	0	24	0	0	0	20	56	112	0	0	0	284	\$39,052	\$0	\$0	\$0	\$0	\$39,052
7.0 DETAILED PROJECT DESIGN																								
7.1 Roadway Plans	4	8	100			600	1000	1000	200	400	200							3512	\$415,332					\$415,332
7.2 Traffic Highway Signal & Lighting			20			80												100	\$15,580		188,765			\$204,345
7.3 Resident Engineer's (R.E.) File & Surveyor's File			10			40	60											110	\$15,470					\$15,470
7.4 General Cross Sections						40	150	100										290	\$35,340					\$35,340
7.5 Specifications	4	8		40		80	40											172	\$28,832					\$28,832
7.6 Construction Cost Estimates	4	8		40		80	120	120										372	\$51,432					\$51,432
7.7 Contract Plan Requirements						40	20											80	\$15,040					\$15,040
7.8 Storm Water Pollution Prevention Plan (SWPPP)						40	80			40								180	\$26,360					\$26,360
Subtotal Phase 7	12	64	130	80	0	1000	1470	1220	200	440	200	0	0	0	0	0	0	4816	\$603,386	\$0	\$188,765	\$0	\$0	\$792,151
TOTAL HOURS	170	356	142	80	80	1928	1786	1572	224	440	200	90	272	248	232	40	44	7904						
OTHER DIRECT COSTS																			\$27,100	\$0		\$0		\$27,100
TOTAL COST	\$66,980	\$118,192	\$27,690	\$15,600	\$13,360	\$281,488	\$228,608	\$161,916	\$27,552	\$40,040	\$12,000	\$18,900	\$43,520	\$27,280	\$63,800	\$4,960	\$2,904		\$1,181,890	\$0	\$299,901	\$87,605	\$0	\$1,569,396
OPTIONAL TASKS																								
4.1 Project Management & Meetings																		0	\$0				10,763	\$10,763
4.2 Environmental Technical Studies/Research	4	12				24		24										64	\$11,536					\$11,536
4.2.1 Aesthetics/Visual Resources																		0	\$0				2,172	\$2,172
4.2.2 Cultural Resources																		0	\$0				6,452	\$6,452
4.2.3 Paleontology																		0	\$0				1,674	\$1,674
4.2.4 Air Quality/Greenhouse Gas (GHG) Emissions																		0	\$0				17,889	\$17,889
4.2.5 Noise																		0	\$0				15,067	\$15,067
4.2.6 Biological Resources																		0	\$0				17,042	\$17,042
4.2.7 Community Impacts																		0	\$0				1,581	\$1,581
4.2.8 Water Quality Assessment Report																		0	\$0				7,336	\$7,336
4.2.9 Project Description																		0	\$0				3,425	\$3,425
4.3 Environmental Documentation	4	24			16	12		12										68	\$15,204					\$15,204
4.3.1 Administrative Draft IS/MND																		0	\$0				28,766	\$28,766
4.3.2 Public Draft IS/MND																		0	\$0				5,390	\$5,390
4.3.3 Final IS/MND																		0	\$0				6,455	\$6,455
4.4 PM Hot Spot Modeling (Optional Task)																		0	\$0				30,287	\$30,287
5.1 Photogrammetry (Optional Task)													4		8			12	\$2,840		23,500			\$26,340
Subtotal Optional Tasks	8	36	0	0	16	36	0	36	0	0	0	0	4	0	8	0	0	144	\$29,580	\$23,500	\$0	\$0	\$154,299	\$207,379
TOTAL HOURS - OPTIONAL	8	36	0	0	16	36	0	36	0	0	0													

RESOLUTION 2018-_____

APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING FIRM MARK THOMAS AND COMPANY OF SACRAMENTO, CALIFORNIA, TO PROVIDE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTS (PA&ED), PLANNING, ENGINEERING, RIGHT OF WAY ACQUISITION ASSISTANCE, AND ENGINEERING SUPPORT DURING CONSTRUCTION SERVICES FOR MODIFICATIONS OF I-205 AND I-580 / MOUNTAIN HOUSE EXISTING INTERCHANGES – CIP 73146 & 73147 AND FINDING IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE FORMAL SELECTION PROCESS FOR THE ADDITIONAL SCOPE OF WORK

WHEREAS, The City had released a Request for Proposal (RFP) in 2016 for Project Approval and Environmental Documents (PA&ED) services for the Modification of the I-205 and I-580 Mountain House Interchanges (“the Project”), and

WHEREAS, The firm selected by the City of Tracy to prepare those documents was Mark Thomas and Company, based on their demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services, and

WHEREAS, The City is the responsible agency under the cooperative agreement with Caltrans for the completion of PA&ED documents, and

WHEREAS, The City has a current contract with Mark Thomas to perform peer review services for the PA&ED process which is currently underway, and

WHEREAS, The City was awarded the Trade Corridor Enhancement Program (TCEP) grant from the SB1 Road Repair and Accountability Act of 2017 to provide approximately thirteen million dollars in funding for the construction of the two projects, and

WHEREAS, The TCEP grant funding has a sensitive time limits to implement the project. And that the City and Prologis have agreed that the City of Tracy shall provide the technical leadership in the preparation and review of engineering documents to satisfy Caltrans requirements, and

WHEREAS, The City of Tracy needs to procure the professional services of a competent and professional firm, to prepare the PA&ED documents and to also prepare design documents Plans, Specifications and Estimates (PS&E), furnish right of way acquisition assistance, and provide engineering support during construction services to meet the TCEP funding timeframe (“additional scope of work”), and

WHEREAS, Per the 2016 RFP process, Mark Thomas and Company was selected as the best qualified firm to perform the tasks necessary to complete the documents for PA&ED for Caltrans requirements, and has demonstrated the competency to perform the additional scope of work to meet the TCEP funding timeframe, and

WHEREAS, Tracy Municipal Code 2.20.140(b)(6) states that the City Council can authorize an exception to the formal RFP process by finding that it is in the best interest of the City to forgo that process, and

WHEREAS, Staff recommends it is in the best interest of the City to authorize the exception of the formal RFP process for this contract based on the acceptance of Mark Thomas and Company in the original PA&ED Professional Service Agreement from 2016 for the project, and the ability of Mark Thomas and Company to provide additional PS&E scope as a professional Engineering Consultant;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a Professional Services Agreement with Mark Thomas and Company to provide Documents for Project Approval and Environmental Documents, Plans, Specifications, and Engineer's Estimates, Right of Way Acquisition Assistance, and Engineering Support During Construction services for the I-205 and I-580 / Mountain House interchanges modifications CIP 73146 & 73147, and finds that it is the best interest of the City to forego the formal selection process for the PS&E, right of way acquisition, and construction support services.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 16th day of October 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.N

REQUEST

AWARD A CONSTRUCTION CONTRACT TO MOUNTAIN CASCADE, INC., OF LIVERMORE, CA WITH A CONTINGENCY AMOUNT, APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS PROJECT MANAGEMENT COMPANY, A TEXAS CORPORATION TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL INC., TO PROVIDE ENGINEERING SERVICES DURING CONSTRUCTION FOR THE TRACY RECYCLED WATER MAINS AND WASTEWATER TREATMENT PLANT PUMP STATION PROJECT, CIP 74091, APPROVE AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST AND ASSOCIATES FOR DESIGN SERVICES RELATED TO THE NEXT PHASE OF THE RECYCLED WATER PROJECT AND APPROVE A RESOLUTION DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM THE PROCEEDS OF OBLIGATIONS TO BE ISSUED BY THE CITY AND DIRECTING CERTAIN ACTIONS

EXECUTIVE SUMMARY

This agenda item requests three actions from the City Council related to the Proposition 84 Grant-funded Recycled Water Project (Project): 1) award of a construction contract to Mountain Cascade Inc. for the Tracy Recycled Water Transmission Mains and WWTP Pump Station (CIP 74091); 2) approval of a Professional Services Agreement (PSA) with Jacobs Project Management Company (Jacobs) for providing Construction Management and Inspection Services; and 3) approval of Amendment No. 2 to the PSA with CH2M Hill Inc., to provide design services during construction for the Project. The Project includes the installation of approximately 5.6 miles of 24 inch and 30 inch recycled water transmission mains between the WWTP and the intersection of Grant Line and Lammers Roads.

This Project is the first phase of a \$24M Project, funded by a \$18M Proposition 84 Grant from the California Department of Water Resources and \$6M from City's matching funds. The scope of the Project was estimated to be within the available funding of \$24M. However, due to increased interest and competitive bidding by the contractors, a total of \$6M is still available for use in the next phase of the Recycled Water Project. Staff, after coordination with the California Department of Water Resources, is proceeding ahead with design of the next phase of the Project to make use of the available funding.

DISCUSSION

Background:

The California Department of Water Resources awarded a Proposition 84 Grant to the City in the amount of \$18 million for a Recycled Water Project (Project) to construct backbone infrastructure for the distribution of recycled water from the City's existing Wastewater Treatment Plant. The Project requires \$6M from the City as matching funds with total construction cost of \$24M. The recycled water is

intended to be used to irrigate sports fields, parks, median islands, and new and existing landscaping within the City's right of ways once additional recycled water distribution infrastructure is completed in accordance with the City's Master Plans.

After completion of the design, the Project was advertised for competitive construction bids in July. The scope of the Project included a Base Bid and Bid Alternate 1 to ensure the construction contract is awarded within the available funds. This was intended to avoid rebidding of the Project if the total bid amount by the lowest bidder is more than the available funding.

The construction bids were opened on August 28, 2018. The lowest bid received is from Mountain Cascade Inc. from Livermore, California. Mountain Cascade is working on a number of other pipeline Projects for various developments within the City. If the construction contract is awarded to the lowest bidder, a total of \$6M will still be available to extend the project's recycled water pipeline beyond this phase of the Project.

After coordinating with the California Department of Water Resources, the City is proceeding ahead with design of the next phase of this Project with a total cost of \$6M. While a portion of the pipe design for the next phase is already completed within the original design of the Project, new design for a segment of pipeline will be completed and the Project will be bid out for construction separately to make best use of the available grant funds.

Project

With regards to the Project scope related to this agenda item for award of construction, the breakdown of the Base Bid and Bid Alternate is as follows:

BASE BID: RECYCLED WATER TRANSMISSION PIPELINES: The base bid includes the pipeline work. The Project includes installation of approximately 5,922 linear feet of 30-inch diameter recycled water pipeline, and approximately 17,434 linear feet of 24-inch diameter recycled water pipeline, across agricultural fields and unimproved land within City-owned property and in City and San Joaquin County roads. The pipeline work starts at the WWTP and ends near the intersection of Lammers Road and Grant Line Road.

BID ALTERNATE 1: TRACY WWTP RECYCLED WATER PUMP STATION: The Bid Alternate 1 includes a pump station with five 200 hp 24-inch diameter pumps with appurtenances.

Construction Contract

The Project improvement plans, specifications and contract documents were prepared by West Yost and Associates and CH2M Hill, Inc. and the Project was advertised for construction bids on July 20, 2018 and July 27, 2018. A non-mandatory pre-bid conference was held at the Tracy Council Chambers on August 7, 2018 and bids were publically opened on August 28, 2018.

A total of seven bids were received as listed below:

Contractor	BID		Total
	Base Bid	Bid Alt. 1	
Mountain Cascade Inc.	\$8,234,184	\$2,011,115	\$10,245,299
Mozingo Construction	\$8,201,244	\$2,140,000	\$10,341,244
T&S Construction	\$8,741,202	\$1,958,106	\$10,699,308
Steve P. Rados	\$8,905,423	\$1,962,300	\$10,867,723
Garney Construction	\$9,110,660	\$2,062,220	\$11,172,880
Preston Pipelines	\$9,461,076	\$2,370,000	\$11,831,076
Michaels Corp.	\$11,891,908	\$2,109,998	\$14,001,906

The bid from Mountain Cascade Inc., is the lowest monetary bid. The bid analysis indicates that the lowest bid from Mountain Cascade Inc., is responsive and the bidder is responsible. If City Council awards the construction Project as recommended, the construction is anticipated to be substantially complete by October 2019.

1. Construction Inspection and Construction Management Services

This Project involves extensive construction management, inspection, and day-to-day coordination with operating staff to ensure smooth functioning of both the Project construction and the operations of the WWTP. In addition, the Project needs to follow strict guidelines and procedures due to grant funding requirements. With staffing constraints and specialized needs, services of an experienced consultant are needed to provide inspection and construction management.

A Request for Proposals (RFP) was sent to various consultants and posted on the City's website on August 1, 2018. A total of four proposals were received on August 24, 2018. These proposals were reviewed and evaluated on a qualifications based selection process. Jacobs was found to be a well-qualified firm to provide the construction management and inspection services for this Project. Jacobs will provide services for a not-to-exceed total amount of \$1,372,394 on a time and material basis for the Project. This amount includes the cost of construction management services and inspection for the next phase of construction of this Project as well.

2. Construction Contingency

The construction contingency amount for this Project is estimated to be \$1,024,529 (10% of the bid amount). Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve construction change orders up to the contingency amount approved by the City Council. Staff requests that Council approve a contingency amount of \$1,024,529.

3. Engineering Services

Due to fluctuations in construction costs, busier construction season, last minute changes to the pipeline alignments due to conflicts with other developments, the Project scope, specifications and contract documents were revised several times to complete construction of the Project within available funding. As a result, additional engineering services from CH2M Hill Inc., were required prior to and during the bidding process. Similarly, engineering services will be required during construction of the Project as listed below:

a) Pre-bid Engineering Services (Completed)

Services from the Consultant were required prior to the bidding process to complete the specifications, improvements plans, and the contract documents to adjust the Project scope to ensure award of the construction contract within the available funds. In order to expedite the approval process and meet the scheduled deadline of the Project, the PSA for this work was awarded through Task Order 15 to the Master Professional Services Agreement originally approved in 2014 and amended in March 2017 by the City Council for a not to exceed amount of \$185,280.

b) Engineering Services During Construction

During construction of the Project, engineering services are needed to complete the Project. These services include responding to requests for information (RFI) from the contractor, submittal reviews, review of change order requests and providing any technical support needed to the construction management consultant. CH2M Hill Inc. is the design consultant for the Pump Station and their services will be needed to complete this work. These services were not included in the original PSA (Resolution No. 2016-086) due to uncertainty of the scope of the construction contract of this Project.

Staff recommends approving Amendment No. 2 to the existing PSA with CH2M Hill Inc., to provide engineering services during construction for an additional not to exceed amount of \$195,000. The scope of work also involves preparation of Operations and Maintenance (O&M) Manual and record drawings incorporating all unforeseen conditions and changes during construction. If Amendment No. 2 is approved, the total compensation provided to CH2M Hill under the PSA will be \$1,178,840.

4. Amendment No. 1 to the Professional Services Agreement with West Yost and Associates for design services related to the next phase of the Recycled Water Project.

In order to complete design, improvement plans, specifications and contract documents for the next phase of the Recycled Water Project within available funding of approximately \$6M, an amendment to the PSA with West Yost and Associates is needed. The existing PSA with West Yost and Associates was approved by City Council on October 4, 2016, (Resolution No. 2016-201) in the amount of \$962,169.

The scope of services for this amendment include design of the recycled water pipeline along Grant Line Road, going west from the terminus of the Project up to Byron Road and then continues along Byron Road up to the intersection of Lammers Road and Byron Road where it connects to the existing alignment of the pipeline that is already designed. This portion of work is a totally new design and the existing design of pipeline from Grant Line Road going south directly through an apartment complex to the intersection of Byron Road and Lammers Road cannot be used due to conflicts in construction timing and conflicts of utilities during construction. In addition, the acquisition of easements from the apartment complex developments could not be acquired in a timely manner.

The scope of services for this amendment to the PSA also includes preparation of specifications and contract documents. This phase of the Project is estimated to terminate on Lammers Road at Eleventh Street with connections to the existing recycled water pipe on Eleventh Street to serve the Tracy Sports Complex. After review of the proposal and negotiation by staff, West Yost and Associates has agreed to complete this work under Amendment No. 1 to their existing PSA for an additional not to exceed amount of \$80,640 on a time and material basis. If this Amendment No. 1 is approved, the total compensation provided to West Yost under the PSA will now be \$1,042,809.

Due to the financial size and scope of this Project the City intends to issue Wastewater bonds for paying the costs of acquisition and construction for CIP 74091. Staff expects to pay certain costs prior to the date the future debt issuance and to use a portion of the proceeds for reimbursement of expenditures for CIP 74091 that are paid before the date of issuance of the wastewater bonds.

STRATEGIC PLAN

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

FISCAL IMPACT

The Tracy Recycled Water Mains and Wastewater Treatment Plant Pump Station, CIP 74091, is an approved FY 2017-19 Capital Improvement Program Project. The costs associated with this agenda item for the construction contract, construction management and inspections services, and engineering services during construction from CIP 74091 are listed below.

The actual breakdown of expenses and funding responsibilities between the grant funding and the City's matching share will be in accordance with the approved funding agreement with the California Department of Water Resources, which will be updated after completion of the design and award of the construction contract for the next phase of the Project.

ITEM	Total Amount
• Construction contract with Mountain Cascade	\$10,245,299
• Construction contingency	\$1,024,529
• Construction Management and Inspection Services (Jacobs)	\$1,372,394
• Engineering Services during construction (CH2M Hill)	\$ 195,000
TOTAL	\$12,837,222

• Amendment 1 to PSA with West Yost and Associates	\$80,640
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The City intends to issue Wastewater bond obligations for the purpose of paying the costs of acquisition and construction for CIP 74091. The City expects to pay certain costs of the Project prior to the date of issuance of the Obligations and to use a portion of the proceeds of the Obligations for reimbursement of expenditures for CIP 74091 that are paid before the date of issuance of the wastewater bonds.

RECOMMENDATION

That the City Council, by five separate resolutions:

1. Award a construction contract to Mountain Cascade Inc., for Base Bid and Bid Alternate 1, for a total amount of \$10,245,299 for the Tracy Recycled Water Transmission Mains and WWTP Pump Station (CIP 74091), and authorize the City Manager to approve change orders up to the specified contingency amount of \$1,024,529.
2. Approve the Professional Services Agreement with Jacobs Project Management Company, a Texas Corporation, to provide Construction Management and Inspection Services for the Tracy Recycled Water Transmission Mains and WWTP Pump Station Project, CIP 74091 for a not-to-exceed amount of \$1,372,394, on an hourly basis.
3. Approve Amendment No. 2 to the Professional Services Agreement with CH2M Hill Inc., to provide Engineering Services during construction for the Tracy Recycled Water Transmission Mains and WWTP Pump Station Project, CIP 74091 for a not-to-exceed amount of \$195,000.
4. Approve Amendment No. 1 to the Professional Services Agreement with West Yost and Associates for design services related to the next phase of the Recycled Water Project for a not to exceed amount of \$80,640 on a time and material basis.
5. Declare its intention, by resolution, to reimburse expenditures from the proceeds of obligations to be issued by the City and directing certain actions.

Agenda Item 1.N
October 16, 2018
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Prepared by: Ripon Bhatia, Senior Civil Engineer
Richard Ulm, Project Specialist

Reviewed by: Kul Sharma, Utilities Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A: Professional Services Agreement with Jacobs

Attachment B: Amendment No. 2 to Professional Services Agreement with CH2M Hill, Inc.

Attachment C: Amendment No. 1 to Professional Services Agreement with West Yost and Associates

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH JACOBS PROJECT MANAGEMENT FOR
CONSTRUCTION MANAGEMENT SERVICES FOR TRACY RECYCLED
WATER TRANSMISSION MAINS AND WWTP PUMP STATION PROJECT
(CIP 74091)**

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and Jacobs Project Management Co. (JPMC), a ~~Texas~~ Delaware ^{LLP} Corporation (Consultant). 10/5/18

Recitals

- A. In August 2018, City of Tracy requested proposals from qualified consulting firms to provide construction management services during construction of the Recycled Water Transmission Mains and WWTP Pump Station Project.
- B. City of Tracy received four proposals and after review of proposals, City invited three firms for interviews. Based on the information presented in proposals and interview, Consultant was selected.
- C. Consultant represents it has the qualifications, skills and experience to provide these services and is willing to provide services according to the terms of this Agreement.
- D. After negotiations between the City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- E. The Recycled Water Project is mainly funded from Proposition 84 Grant funding and partially funded by the City via Development Impact Fees.
- F. For Proposition 84 funded projects, the State of California requires consultants or sub-consultants to comply with the non-discrimination requirements during the performance of their agreements.
- G. On October 16, 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 Services. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative Mehdi Arbanian, PE. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

3. Compensation.

3.1 General. For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” to this Agreement, attached hereto and incorporated by reference. Consultant’s fee for this Agreement is Not to Exceed fee of \$1,372,398 and the above amount consists of a base fee of \$1,298,290 and a contingency amount \$74,108. City will provide a written authorization for release of the contingency amount. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without the City’s prior written approval.

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

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

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

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

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

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

5. Insurance.

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

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

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

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

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

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

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

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

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

Consultant shall immediately obtain a replacement policy.

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

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

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

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

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

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

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

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

9. Miscellaneous.

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

To City:

Mr. Kuldeep Sharma
Utilities Department
3900 Holly Dr
Tracy, CA 95304

To Consultant:

Mr. Tyler Sheldon, P.E.
Division Vice President
Jacobs Project Management Co.
(JPMC)
300 Frank H. Ogawa Plaza, Suite 600,
Oakland, CA 94612

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

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

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

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

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

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

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

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

In addition, during the performance of this Agreement, Consultant or its sub consultants shall not unlawfully discriminate, harass, or allow harassment against

any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Consultant or its sub consultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free of from such discrimination and harassment. Consultant or its sub consultants shall comply with the provisions of the California Fair Employment and Housing Act (CA Gov. Code Section 12990(a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

Consultant or its sub consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.”

9.8 Business Entity Status. Consultant 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 Consultant. City may void this Agreement if Consultant is a suspended corporation, limited liability company or limited partnership at the time it enters into this Agreement.

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

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

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

10. Labor Code Compliance.

10.1 General. Some or all of the services to be performed under this Agreement are subject to the prevailing wage requirements applicable to the locality in which the services are to be performed for each craft, classification or type of worker needed to perform the services, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.

10.2 Rates. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Consultants assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party

10.3 This Agreement may be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

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

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


<p>City of Tracy</p> <hr/> <p>By: Robert Rickman Title: Mayor Date: _____</p> <p>Attest:</p> <hr/> <p>By: Adrienne Richardson, City Clerk</p> <p>Approved as to form:</p> <hr/> <p>By: Thomas T. Watson, City Attorney</p> <p><u>ATTACHMENTS</u> Exhibit A - Scope of Services Exhibit B - Compensation Schedules</p>	<p>Jacobs Project Management Co.</p> <p></p> <hr/> <p>By: <u>Tyler Sheldon</u></p> <p>Title: <u>Division Vice President</u></p> <p>Date: <u>10/05/2018</u></p> <p>Federal Employer Tax ID No. 35-2321289</p> <hr/> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT A
Scope of Construction Management Services
City of Tracy Recycled Water Transmission Mains and WWTP Pump Station

1. PROJECT MANAGEMENT

Consultant shall perform project management duties including supervision of project staff and coordination with design engineers and other consultants, communications with the City of Tracy (City), project status monitoring, and budget control. Prepare a Monthly Progress Report including a description of the work performed, activities, photos, milestones achieved, accomplishments, progress relative to approved schedule, and any problems encountered in the performance of the work during the reporting period. Submit the Monthly Progress Report to the City of Tracy for submission to the State, following approval of the format by the City. Review and recommend approval of monthly progress payment requests from the contractor.

2. PRECONSTRUCTION SERVICES

Pre-construction Conference

Following the Notice to proceed to the Contractor by the City, Consultant shall conduct a pre-construction conference. The preconstruction conference attendees will include the City, Contractor, major subcontractors, Design Engineers, and other stakeholders. The purpose of the pre-construction conference is to explain construction administration procedures and to delineate project requirements and constraints. Develop the agenda and prepare and distribute minutes of the conference.

Construction Administration Manual

Consultant shall prepare a construction administration manual to describe the procedures to be followed by the Construction Manager, Contractor, and City throughout the project. The manual will include the following:

- General description of the project.
- Project organization.
- Directory of key team members (including after-hours, emergency telephone numbers).
- Communications protocol.
- Correspondence procedures.
- Procedures for handling Requests for Information (RFI's)
- Submittal handling procedures.
- Progress payment application procedures.
- Procedures for processing change orders.
- Hazard Assessment and Safety Action Plan (HASAP)
- Site security measures and procedures.

Update and modify the manual as the project progresses to streamline the work. Distribute the manual to project team members.

3. PROJECT MEETINGS

Consultant shall conduct regular bi-weekly job meetings with the Contractor, City, and others (as necessary) to review safety, RFI status, submittal status, changes, completed and ongoing activities, planned work schedules, and to discuss key issues. Conduct other job meetings as required to coordinate construction activities with other agencies. Record and prepare minutes of all project meetings and distribute the minutes to all parties within two business days following meeting.

4. PROJECT SCHEDULE

Consultant shall review the Contractor's initial computer-based, cost-loaded, critical path method (CPM) construction schedule to ensure that the activities are comprehensive, that workflow is logical, that the schedule is not front-end loaded, and that the costs for activities are reasonably distributed. Monitor the Contractor's progress. Conduct monthly schedule update meetings with the Contractor to review progress. The cost-loaded schedule will be the basis of progress payments to the Contractor.

5. CONSTRUCTION QUALITY ASSURANCE

Consultant shall provide qualified inspection staff to observe materials, equipment, work in progress, and completed work to ascertain compliance with the plans and specifications, subsequent contract modifications, and approved submittals. Provide specialty inspectors on an as-needed basis for instrumentation, electrical, civil, structural, mechanical, and coatings work. Notify the Contractor in writing of any observed noncompliance or variances from the contract requirements.

Consultant shall prepare daily field reports of the status of the work, daily activities, manpower, equipment (including idle equipment), weather, and other pertinent observations. Make daily reports available to the Owner for review/reference at all times and submit all reports with other project records at the completion of the project. Maintain a continuous log of deviations throughout the project to reflect Contract change orders and field changes. Maintain a record of construction progress through photographic documentation. Accompany visitors representing public or other agencies and record the visits in the daily log.

Consultant shall monitor and observe the Contractor's compliance for SWPPP, documentation of erosion control efforts and perform and document inspections of erosion control devices on a weekly basis, or as needed following rainfall events. Report significant erosion control problems to the City.

Consultant shall verify that the contractor has developed and received approval for its dewatering plan for discharging to City's ponds and other areas as designated in the construction plans.

Consultant shall monitor pipeline crossings at drainage ditches to ensure proper pipeline placement.

Consultant shall review the contractor's plans and protocols for road closures and traffic control as defined in contract documents and ensure that the contractor provides proper notifications per contract to affected property owners, fire and emergency personnel.

Consultant shall discuss, observe and document pot-holing operations for utilities in advance of the pipeline installation to identify conflicts and mitigate alignment changes as necessary to prevent costly delays and construction impacts. The City acknowledges that ultimate responsibility for any deficiencies in materials or completed work, and for compliance with plans and specifications and approved submittals, shall be attributable solely to the Contractor, notwithstanding Construction Manager's observations and inspections hereunder.

If Consultant is called on to observe the work of the City's Construction Contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors since these are solely the Contractor's responsibility under the contract for construction between the City and the Contractor. Consultant does not assume any responsibility or liability for the safety of persons or property as may be affected by construction Work, or for compliance with federal, state, or local statutes, rules, regulations and codes applicable to the conduct of the construction Work. The Contractor(s) will remain solely responsible for construction safety.

6. CONTRACTOR'S SUBMITTALS

Consultant shall receive, track, and distribute Contractor's submittals on materials, equipment, and methods. Technical submittals will be reviewed by the Design Engineers. Develop and maintain a log of all submittals to indicate the date received, review status, and date returned to the Contractor.

7. PROGRESS PAYMENTS

Consultant shall review applications for payment with the Contractor for compliance with the established procedures for their submission, noting particularly the relationship of the payment requested to the schedule of values based on the cost loaded CPM schedule. Confirm that the Contractor submits required certified payroll information. Forward reviewed payment application to the City with recommendation for payment. Assist the City as necessary in submitting reimbursement requests to the State. Maintain reliable project cost records, including monthly payments and change orders.

8. REQUESTS FOR INFORMATION (RFI's)

Receive RFI's from the Contractor and forward to the appropriate Design Engineer for review and response. RFIs for divisions 0 & 1 will be addressed by the CM and all design technical questions will be addressed by the Design team. Forward the RFI response to the Contractor. Develop and maintain a computerized log to track all RFI's, indicating subject of request, date of request, originator of request, person responsible for response, and date of response. Facilitate and expedite responses to the maximum extent possible, confirming that the appropriate party is resolving outstanding issues.

9. PROPOSED CHANGES TO THE WORK

Review all proposed changes to the work requested by the Contractor to ascertain the need and to check for cost-effectiveness. Prepare Requests for Proposal (RFP's) for City or Engineer-generated requests for changes. Lead change order negotiations with the Contractor to evaluate the requested cost and/or time extensions. Prepare change orders and make recommendations to the City regarding acceptance of change orders. Maintain a computerized log to track the status of potential and executed change orders.

10. MATERIAL TESTING

Coordinate material testing requirements with the Contractor and the City's material testing consultant. Review material test results and address any issues with the Contractor.

11. COORDINATION

Coordinate construction activities with the City, Design Engineers, environmental mitigation consultants, the San Joaquin County Public Works encroachment permit inspection staff, State water board, local irrigation districts, the City's labor compliance consultants, and other agencies. Assist the City in maintaining good relationships with residents, churches, farmers, and commercial businesses in the project area. Attending community meetings is excluded from this scope of work.

12. PROJECT FILES AND RECORDS

Maintain a current set of project correspondence, job files, change order documentation, approved shop drawings, contract documents, erosion control inspection reports, and other records required by the specifications. Files and records may be hard copy or electronic. Develop and maintain a document tracking system to facilitate retrieval and archival needs. Transmit all files to the City upon completion of the project.

13. OPERATIONAL TESTING AND START-UP

Review the Start-up Plan prepared by the Contractor and verify the roles and responsibilities during project start-up. Review the Contractor's proposed procedures for operational testing and start-up of the new facilities and equipment. Verify that tests and equipment and systems startups are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records of the testing. Attend operation checkouts and start-up testing of each major equipment item or system. Coordinate start-up/testing schedule with the City.

14. INTERIM AND FINAL INSPECTIONS

Perform an inspection of the Work in conjunction with the City prior to substantial completion. Prepare and distribute a punch list of observed deficiencies and/or incomplete items and provide follow-up inspections of punch list items to confirm satisfactory completion by Contractor. Perform a final inspection of the Work in conjunction with the City to confirm that all items are complete.

15. CERTIFIED PAYROLLS

Provide certified payrolls and associated documentation to comply with the Labor Compliance Program and Labor Code Section 1720.

16. OPERATIONS TRAINING

Conduct a planning meeting with the Contractor and the City to discuss the required procedures for vendor training sessions, including lesson plan requirements, scheduling restrictions, audiovisual needs, and other related issues. Coordinate the specified vendor training with the Contractor and City staff. Maintain a record of the duration of each session for comparison to the specified requirements.

17. RECORD DRAWINGS

Review the record drawings compiled by the Contractor on a regular, periodic basis (at least monthly) during the life of the project. Review the final record drawing information submitted by the Contractor and supplement with any additional information gathered during inspection activities. Forward the record drawings to the Design Engineer for developing final as-built contract documents for the City.

18. POST-IMPLEMENTATION REPORT

Prepare a Post-Implementation Report for the project. City shall submit the Post-Implementation Report to the State within ninety (90) calendar days of project completion. The Post-Implementation Report shall include, in part, a description of actual work done, any changes or amendments to each project, a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during the project. The Post-Implementation Report shall also include certification of the final project by a registered civil engineer, consistent with Standard Condition D.20, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.

EXHIBIT B
City of Tracy
Jacobs Construction Management Cost Proposal
Recycled Water Pipeline and Pump Station (with Phase 2 Pipeline)

Position	CM Base Cost Including Phase 2 Pipeline		
	Billing Rate	Total Hours	Total Cost
Construction Manager	\$212.00	1,200	\$254,400
Office Engineer	\$106.00	160	\$16,960
Civil/Pipeline Inspector	\$152.00	4,070	\$618,640
Mechanical Inspector	\$154.00	300	\$46,200
Electrical/I&C Inspector	\$176.00	520	\$91,520
Technical Advisor	\$260.00	156	\$40,560
Safety Manager	\$165.00	118	\$19,470
Scheduler/Cost Estimator	\$165.00	256	\$42,240
Document Control Clerk	\$85.00	1,980	\$168,300
Total		8,760	\$1,298,290

Contingency Budget (not included above)

Item	Hours	Estimated Cost
Constructability Review for Phase 2 Pipeline	64	\$12,508
Phase 2 pipeline contractor other than Mountain Cascade	200	\$42,400
Overtime Inspection (differential)	200	\$15,000
Nightshift Differential for Prevailing Wage Compliance	300	\$4,200
Total		\$74,108

Assumptions:

1. The base estimate does not include overtime or night time inspection.
2. This estimate does not address any extensions to the construction schedule. Assumes construction NTP on 10/30/2018 and completion on 10/31/2019.
3. There is one 5 week billing period every quarter.
4. Billing rates are valid through 12/31/2019. Billing rates will increase by 4% effective 1/1/2020.
5. Alternate bid pricing is valid only if base bid is included in CM contract.
6. Construction contractor will provide CM office space.
7. Phase 2 pipeline project begins in April 2019 and ends in October 2019.
8. Phase 2 constructability/bidability review is not included in the base bid.

**City of Tracy
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL FOR
PLANNING THE RECYCLED WATER PROJECT FACILITIES AND DESIGN FOR WWTP
PUMP STATION (CIP 74091)**

This Amendment No. 2 (Amendment No. 2) to the Professional Services Agreement Planning the Recycled Water Project Facilities and Design for Pump Stations A and B for the Tracy Recycled Water Project is entered into between the City of Tracy, a municipal corporation (City), and CH2M HILL, a Florida corporation (Consultant).

Recitals

- A. The City and Consultant entered into a Planning and Design for Pump Stations A & B (Agreement) for the Recycled Water Project CIP 74091 approved by the City on May 17, 2016 (Resolution No. 2016-086).
- B. The City and Consultant executed Amendment No. 1, approved by Council on October 18, 2016 (Resolution No. 2016-209) that required Consultant or its sub-consultants to comply with the non-discrimination requirements during the performance of their agreements.
- C. The Recycled Water Project is mainly funded from Proposition 84 Grant funding and partially funded by the City via Development Impact Fees.
- D. City is in the process of constructing Recycled Water Pump Station and Associated Pipeline within its wastewater treatment plant.
- E. Consultant services are needed to assist the city with design support services during construction that includes review of shop drawings and responding to requests for information from the Contractor.
- F. At the request of City, in September 2018, Consultant submitted a proposal to perform the services described in Exhibit A-2. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this amendment.
- G. On October 16, 2018, the City Council authorized the execution of this agreement, pursuant to Resolution No. 2018-_____.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. Incorporation by reference.** This Amendment No. 2 incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.
- 2. Terms of Amendment.**
 - A. Amendment to Section 1.** The following language shall be added to Section 1 as a new Section 1.1.

“Consultant shall also perform the services described in Exhibit “A-2” attached hereto and incorporated herein by reference.”

- B. Amendment to Section 2.** The following language shall be added to Section 2 as a new Section 2.1.

“Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit ‘A-2.’”

- C. Amendment to Section 3.1.** The following language shall be added to Section 3.1 of the Agreement.

“For services performed by Consultant in accordance with this Agreement, City shall pay Consultant on a time and material basis, based on the billing rates set forth in Exhibit “B-2,” attached hereto and incorporated herein by reference. Consultant’s fee for performing the services in Exhibit “A-2” shall Not To Exceed \$195,000 as shown in Exhibit “C-2”.

- D. Exhibits.** Exhibits “A-2”, “B-2” and “C-2” are attached hereto and incorporated by this reference into the Agreement. Exhibit “B-2” shall replace and supersede Exhibit “B” to the Agreement.”

- 3. Modifications.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
- 4. Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
- 5. Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

Amendment #2 to Professional Services Agreement – CH2M Hill
Planning The Recycled Water Project Facilities And Design For WWTP Pump Station

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

City of Tracy

CH2M Hill

By: _____

By:  _____

Title: Mayor

Title: Vijay Kumar, P.E
Vice President

Date: _____

Date: 10/4/2018

Attest:

By: _____
Adrianne Richardson, City Clerk

By: _____

Title: _____

Date: _____

Approved as to form

City Business License No. 81986

By: _____
Thomas T. Watson, City Attorney

EXHIBIT “A-2” SCOPE OF SERVICES

I. Introduction

This scope of work describes the services during construction (SDCs) that Consultant shall provide for the City of Tracy’s Tracy Recycled Water Pump Station at Tracy WWTP and about 1,300 feet of 30-inch force main within Tracy WWTP boundary. These SDCs are based on a thirteen (13) month construction duration. Any additional time beyond 13 months from the pre-construction meeting date is considered out of scope and amendment to this Agreement is required.

Scope of Work

Task 1. Attend Pre-construction Meeting

Consultant will attend the preconstruction meeting set up by City staff and Contractor. Consultant will discuss project logistics and the contractor’s operating plan. This will include procedures for processing submittals, requests for information, field changes.

Assumptions:

- City will provide facilities for the meeting;

Task 2. Respond to Request for Information

During the construction period Consultant will review and evaluate contractor requests for technical clarification based on varying field conditions or contract documents/drawings and provide recommendations and responses to RFIs that resolve the issue fairly, equitably, and expeditiously. All RFIs will be submitted in electronic form based on standard template provided by Consultant. All attachments will be included in the first submittal.

Assumptions:

- A maximum of 20 requests for information will be processed for this project (includes engineering and document processing).

Deliverables:

- Responses to RFIs.

Task 3. Provide Shop Drawing and Submittal Review

Consultant will review Contractor submittals, consisting of shop drawings, diagrams, illustrations, pipeline lay plans, catalog data, schedules and samples, the results of tests and inspections, and other data that the Contractor is required to submit for the Project. Submittal review will be for general conformance with the design concept and general compliance with the information in the plans and specifications. Consultant’s review will not relieve the Contractor from the responsibility of meeting the requirements of the contract documents. Consultant will also provide a submittal-tracking log, which will be coordinated with City staff and Construction Management Consultant.

Assumptions:

- A maximum of 40 project submittals will be prepared for this project (includes engineering and document processing).

Deliverables:

- A submittal-tracking log will be prepared.

Task 4. Respond to Change Requests and Substitution Requests

Consultant will review and assist City with contractor-requested design or specification changes and substitution requests.

Assumptions:

- A maximum of 5 change requests will be processed for this project.

Deliverables:

- Response change and substitution requests.

Task 5. Conduct Periodic Field Site Visits

Consultant will conduct periodic site visits to the Tracy WWTP Pump Station to review the progress of construction and address any ongoing issues while onsite.

Assumptions:

- A maximum of 6 site visits will be conducted for this project.

Task 6. I & C Factory Testing, Startup Assistance

Consultant will review Factory Testing conducted by the Systems Integrator or I & C subcontractor. The purpose of this testing is to verify Instrumentation and Control systems have been designed, fabricated and tested in compliance with the contract documents and approved shop drawings. Typically, this kind of testing is done at the I & C manufacturer's testing facility. Consultant will witness factory testing of I & C systems including witnessing results displayed by the I & C system and verify I & C vendor complete test records shown in the contract documents.

After installation of I & C equipment and start up, Consultant will review Performance Acceptance Testing (PAT). Consultant will review preliminary test procedures, final test procedures and documentation provided by the vendor.

Task 7. Prepare Record Drawings

After substantial completion of the project, obtain redline drawings from the Construction Manager or Contractor and incorporate changes authorized during the construction of the project. Consultant will update both plans and specifications and label it as Record Drawings for future use.

Task 8. Prepare Electronic O & M Manual

There is a sophisticated Electronic Operations and Maintenance Manual at Tracy WWTP. This system provides an efficient and user-friendly option to access all record drawings, Operation and maintenance manual for all processes and equipment. Consultant will develop Standard Operating Procedures for the proposed Recycled Water Pump Station to facilitate operation of the pump station. In addition, a trouble shooting section will be developed to assist the WWTP staff to troubleshoot an issue. Consultant will also integrate the new operations and

maintenance manual prepared for the Recycled Water Pump Station with the existing Electronic O & M system and add record drawings to the Electronic O & M system.

Task 9. Project Management, Billing and Invoices

Consultant will prepare monthly project reports, typically attached with the monthly invoice, for submission to the City. The reports will summarize project progress, describe current activities, and identify any issues or problems encountered that may impact the project schedule or budget. Monthly reports will include a progress evaluation and comparison of planned budget to actual expenditures.

Deliverables

- Monthly progress reports that include a summary of completed and ongoing work, budget and schedule updates, and major coordination and action items

Assumptions

The project duration is assumed as 13 months. Extensions to the project schedule, caused by circumstances beyond the Consultant's control, may require a scope and fee amendment.

II. Completion of the Scope of Services

Consultant shall complete the project elements identified in this Exhibit "A" as outlined below. This schedule assumes Notice to Proceed is provided to Consultant by October 15, 2018.

13 months after Notice to Proceed assuming construction duration is 13 months.

III. PERSONNEL

Consultant shall assign the following person/persons to perform the tasks set forth in this Agreement.

Vijay Kumar, Principal In Charge
Syed Hussain, Mechanical Engineer
Tiana Tom, Electrical Engineer
Steve DeCou, Senior Reviewer

Exhibit “B-2” Fee Schedule

Classification	Hourly Rates
Engineering/Environmental Intern	\$75
Engineering/Environmental Tech 1	\$94
Engineering/Environmental Tech 2	\$107
Office/Clerical/Accounting	\$110
Staff Engineer 1*	\$143
Engineering/Environmental Tech 3	\$143
Staff Engineer 2*	\$165
Engineering/Environmental Tech 4	\$165
Associate Engineer*	\$186
Engineering/Environmental Tech 5	\$193
Project Engineer*/Associate Project Manager	\$228
Engineer Specialist*/Project Manager	\$258
Sr. Technologist*/Sr. Project Manager	\$282
Principal Technologist*/Principal Project Manager	\$315
Principal -In-Charge*/Principal Program Manager	\$335

1. These rates for all types of labor including permanent, part-time, flex and contract employees and effective through the last day of December and new billing rates will be in effect starting January 1 of the following year subject to NO more than 3% Increase.
2. A markup of 10% shall be applied to all Other Direct Costs and Expenses
3. An additional premium of 25% shall be added to the above rates for Expert Witness and Testimony services

Exhibit “C-2” Fee Estimate

City of Tracy - SDC for Recycled Water Pump Station and WWTP Force Main												
Services During Construction		Principal Technologist*/Principal Project Manager	Sr. Technologist*/Sr. Project Manager	Engineer Specialist*/Project Manager	Project Engineer*/Associate Project Manager	Associate Engineer*	Engineering/Environmental Tech 4	Office/Clerical/Accounting				
	Billing Rates	\$315	\$282	\$258	\$228	\$186	\$165	\$110				
Task	Description								Total (hrs)	Labor (\$)	Expenses (\$)	Total Fee (\$)
1	Pre-construction Meeting	8						2	10	\$ 2,740	\$ 219	\$ 2,959
2	Review & Respond to RFI's	12	16	20	16	8	4	25	101	\$ 22,000	\$ 1,760	\$ 23,760
3	Review & Respond to Submittals	24	40	34	48	24	10	40	220	\$ 49,070	\$ 3,926	\$ 52,996
4	Respond to Change Orders and Design Clarifications	8	4	24	24	16	8	8	92	\$ 20,490	\$ 1,639	\$ 22,129
5	Field Site Visits	8	8	8	16	8		4	52	\$ 12,420	\$ 994	\$ 13,414
6	I & C Factory Testing, Start up Assistance				60			4	64	\$ 14,120	\$ 1,130	\$ 15,250
7	Record Drawings	2		12	16	8	40	8	86	\$ 16,350	\$ 1,308	\$ 17,658
8	Preparation of Electronic O & M Manual	4		24	48	8	60	8	152	\$ 30,670	\$ 2,382	\$ 33,052
9	Project Management	28						36	64	\$ 12,780	\$ 1,003	\$ 13,783
	Subtotal	94	68	122	228	72	122	135	841	\$ 180,640	\$ 14,360	\$ 195,000

**City of Tracy
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST AND ASSOCIATES FOR
DESIGN OF TRANSMISSION PIPELINES FOR RECYCLED WATER PROJECT
CIP 74091**

This Amendment No. 1 (Amendment) to the Professional Services Agreement for design of Transmission Pipelines for the Recycled Water Project Facilities is entered into between the City of Tracy, a municipal corporation (City), and West Yost and Associates, a California corporation (Consultant).

Recitals

- A. The City and Consultant entered into a Professional Services Agreement (Agreement) for the design of transmission pipelines for Recycled Water Project CIP 74091 approved by the City Council on October 4, 2016 (Resolution No. 2016-201).
- B. The Recycled Water Project is mainly funded from Proposition 84 Grant funding and partially funded by the City via Development Impact Fees.
- C. Due to available funding from the Proposition 84 Grant, Consultant's services are needed related to the design efforts for extension of the recycled water transmission line beyond the current terminal point of Grant Line Road and Lammers Road and project bidding which require that the Agreement be amended to include this additional services and increase compensation accordingly.
- D. At the request of City, in September 2018, Consultant submitted a proposal to perform the services described in Exhibit A. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this amendment.
- E. On October 16, 2018, the City Council authorized the execution of this Amendment, pursuant to Resolution No. 2018-_____.

Now therefore, the parties mutually agree as follows:

1. Incorporation by Reference. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.

2. Terms of Amendment.

A. Amendment to Section 3.1. The following language shall be added to Section 3.1 of the Agreement.

"In addition, for services performed by Consultant in accordance with Amendment No. 1, City shall pay Consultant on a time and expense basis. Consultant's fee for Amendment No. 1 is Not to Exceed \$80,640 and shall be in accordance with Exhibit "C-1." Consultant's billing rates shall cover all costs and expenses of every kind and nature for Consultant's

performance of Amendment No.1 to the Agreement. No work shall be performed by Consultant in excess of the Not To Exceed amount without the prior written approval of the City.

B. Exhibits. Exhibits "A-1" and "C-1" are attached hereto and incorporated by this reference into the Agreement. Exhibit "B" of the Agreement is hereby amended to be consistent with Exhibit "C-1."

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

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

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

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

City of Tracy

West Yost Associates, a California Corporation

By: _____

By: [Signature]

Title: Mayor

Title: Vice President

Date: _____

Date: 9/25/18

Attest:

By: [Signature]

By: _____
Adrienne Richardson, City Clerk

Title: CFO/Treasurer

Date: 9-25-18

Approved as to form

City Business License No. 39903

By: _____
Thomas T. Watson, City Attorney

EXHIBIT “A-1” SCOPE OF SERVICES

Phase 2 includes the installation of approximately 12,400 feet of 24-inch Ductile Iron Pipe recycled water transmission main, including approximately 9,700 feet of pipeline that Consultant has already designed to the 100% level with the initial project. Due to the unobtained easement for the pipeline between Grant Line and Byron Roads, Phase 2 requires approximately 2,700 feet of pipeline on a revised alignment within Grant Line and Byron Roads. The revised alignment was identified as Alternative A4.0 in our alignment study dated October 6, 2017.

Based on discussions with the City immediately following the bid opening on August 28, 2018, Consultant has initiated the project definition and design using the available budget remaining in various tasks from the existing contract. This proposal details the additional cost necessary to complete the Phase 2 design, including the use of the remaining budget from the initial project.

SCOPE OF WORK

Consultant will continue project team management and quality assurance review under the remaining budget existing in Task 6, Project Management. These services will also include preparing for, participating in, and documenting up to one site meeting and two phone conference meetings.

The following Phase 2 services will be added to the current project.

Task 9. Phase 2 Design, Investigations and PS&E Preparation

This task will cover the Phase 2 design activities and will include coordination with utilities and other agencies as needed for design and permitting.

Minor additional coordination will be required with San Joaquin County for an additional encroachment permit and with Caltrans for extension of the previously obtained permit. No additional irrigation district coordination is planned. Additional coordination will be required with UPRR to apply for a modified crossing permit.

An additional geotechnical boring with supplemental evaluation and reporting will be performed by subconsultant, Crawford & Associates.

The corrosion protection system will be redesigned for the Phase 2 pipeline due to the changed length of pipeline to be constructed. The evaluation and redesign will be performed by subconsultant, JDH Corrosion Consultants.

The previously prepared and submitted 100% plans, specifications and cost estimate will be modified to create the bid documents for construction of the Phase 2 pipeline scope, including additional directions and information obtained since that submittal and coordination with the Phase 1 project. The new alignment along Grant Line and Byron Roads will be designed and additional plan sheets prepared consistent with the completed 100% submittal and subsequent direction.

Technical specifications will be updated with additional directions and information obtained since the 100% submittal and revised to fit the Phase 2 project and coordinate with the Phase 1 project.

The engineer's opinion of probable construction cost (cost estimate) will be prepared consistent with previous submittal and will consider the values of the recently received bids for the first phase.

The plans specifications and estimate will be prepared and submitted at 100 percent and final design completion levels.

Assumptions

Task 9 assumes the following:

- Compliance with direction and comments from City through the 100% submittal will satisfy requirements for portion of project that was already designed and submitted at 100% level

Task 3 Deliverables:

- Five (5) sets of draft plans (half-size) and one (1) PDF of specifications, and cost estimates at 100 percent and final completion level
- One (1) camera-ready set and one PDF of final plans (full-size) and specifications)

Task 10. Phase 2 Bid Phase Design Support Services

Consultant will assist the City during the bidding phase of the Project and attend one pre-bid meeting. The City will advertise and distribute bid documents. The City will prepare meeting agenda, facilitate and document the meeting, as needed, and be the primary contact to bidders in answering bidders' technical questions during the bid period.

Assumptions

Task 10 assumes the following:

- Consultant will assist with up to twenty bidder inquiries and one addendum.
- Addenda will be prepared and distributed by the City or other parties on behalf of the City.

Task 10 Deliverables:

Responses to bidder inquiries.

Task 11. Phase 2 Construction Phase Design Support Services

Consultant will assist the City during the construction phase as follows:

- Prepare conformed plans and specifications incorporating all addenda items.
- Attend the pre-construction conference and answer questions.
- Review the Contractor's submittals for compliance with the Contract Documents and provide written comments.
- Review RFI's and provide written responses.
- Attend up to six project status meetings with the Contractor and the City estimated at 4 hours each.

- Review proposed change orders and assist the City with the preparation of change orders, if required. An allowance of 12 hours is included for change order assistance.
- Prepare record drawings based on markups provided by the Contractor and Construction Manager.

Assumptions

The planning for Task 11 assumes the following:

- Consultant will assist with up to twenty-four Requests for Information (RFIs) at one and a half hours each.
- The City or the City's Construction Manager will conduct the preconstruction and status meetings and prepare the agenda and meeting notes.
- Submittal review time is estimated based on 24 original submittals and 8 resubmittals at one and a half hours each.
- Construction progress meeting minutes will be prepared by the City or the City's Construction Manager.
- An allowance of 12 staff hours is included for change order review and assistance.
- City will provide copies of as-built record markups prepared by the Contractor and Construction Manager.

Task 11 Deliverables

- Conformed plans and specifications in AutoCad, Word, and PDF files
- Responses to submittals, design clarifications, and RFIs
- Review proposed change orders and assist City in preparation of response
- Draft and final Record Drawings – three (3) full-size, two (2) half-size in each, electronic PDF copy of half-size and AutoCAD files)

BUDGET

Consultant proposes a budget of \$134,894 to complete the scope of services described above of which \$54,254 will be transferred from the current budget resulting in the need to increase the overall project budget by \$80,640. A breakdown by task of the proposed design services budget is shown in Exhibit C attached.

SCHEDULE

We are prepared to begin with Task 1 upon receipt of Notice to Proceed. We propose the schedule shown in Attachment 1, assuming the City will provide the Notice To Proceed by September 18, 2018:

Billing Rate Schedule

(Effective January 1, 2016 through December 31, 2019)*

ENGINEERING

Position	Labor Charges (dollars per hour)
Principal/Vice President	282
Engineering/Scientist/Geologist Manager II	269
Engineering/Scientist/Geologist Manager I	259
Principal Engineer/Scientist/Geologist II	249
Principal Engineer/Scientist/Geologist I	235
Senior Engineer/Scientist/Geologist II	220
Senior Engineer/Scientist/Geologist I	210
Associate Engineer/Scientist/Geologist II	199
Associate Engineer/Scientist/Geologist I	185
Engineer/Scientist/Geologist II	175
Engineer/Scientist/Geologist I	152
Senior GIS Analyst	205
GIS Analyst	194
CAD Supervisor	162
Senior CAD Designer	141
CAD Designer	126
Engineering Aide	85
Technical Specialist IV	159
Technical Specialist III	141
Technical Specialist II	123
Technical Specialist I	103
Administrative IV	129
Administrative III	117
Administrative II	96
Administrative I	76

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

Continues on following page

*This schedule will update annually beginning January 1, 2020

2016 Billing Rate Schedule

(Effective January 1, 2016 through December 31, 2019)*

CONSTRUCTION MANAGEMENT

Position	Labor Charges (dollars per hour)
Senior Construction Manager	266
Construction Manager IV	231
Construction Manager III	186
Construction Manager II	174
Construction Manager I	161
Resident Inspector (Prevailing Wage – Group 1)	180
Resident Inspector (Prevailing Wage – Group 2)	174
Resident Inspector (Prevailing Wage – Group 3)	156
Resident Inspector (Prevailing Wage – Group 4)	140
Apprentice Inspector	128
CM Administrative II	93
CM Administrative I	70

SURVEYING

Position	Labor Charges (dollars per hour)
GPS, 3-Person	422
GPS, 2-Person	367
GPS, 1-Person	285
Survey Crew, 2-Person	311
Survey Crew, 1-Person	233

EQUIPMENT CHARGES

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

*This schedule will update annually beginning January 1, 2020

**EXHIBIT “C-1”
CONTRACT BUDGET ADJUSTMENT**

Task No.	Task Name	Current Budget	This Amendment	Revised Budget
001	Basis of Design Report	\$ 130,568.00	\$ (14,882.00)	\$ 115,686.00
002	Permitting and Coordination	\$ 44,490.00	\$ (19,179.00)	\$ 25,311.00
003	Design	\$ 552,453.50		\$ 552,453.50
004	Bid Period Services	\$ 15,058.00	\$ 10,944.00	\$ 26,002.00
005	Construction Support	\$ 79,582.00		\$ 79,582.00
006	Project Management	\$ 94,208.00	\$ (20,000.00)	\$ 74,208.00
007	Contingency As-Needed	\$ -		\$ -
008	Potholing	\$ 45,809.50		\$ 45,809.50
009	Phase 2 Design Supplement		\$ 65,301.00	\$ 65,301.00
010	Phase 2 Bid Period Services		\$ 8,252.00	\$ 8,252.00
011	Phase 2 Construction Support		\$ 50,204.00	\$ 50,204.00
TOTAL		\$ 962,169.00	\$ 80,640.00	\$ 1,042,809.00

RESOLUTION 2018-_____

AWARDING A CONSTRUCTION CONTRACT TO MOUNTAIN CASCADE INC., FOR BASE BID AND BID ALTERNATE 1 FOR A TOTAL AMOUNT OF \$10,245,299 FOR CONSTRUCTION OF THE TRACY RECYCLED WATER MAINS AND WASTEWATER TREATMENT PLANT PUMP STATION, CIP 74091 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE SPECIFIED CONTINGENCY AMOUNT OF \$1,024,529

WHEREAS, The California Department of Water Resources has awarded a Proposition 84 Grant to the City in the amount of \$18 million for a Recycled Water Project (Project), and

WHEREAS, The City has matching fund responsibility of \$6 million towards this Project, and

WHEREAS, The Project involves construction of approximately 5.6 miles of 24 inch diameter and 30 inch diameter recycled water transmission main pipelines, and

WHEREAS, The Project also includes construction of a recycled water pump station at the Wastewater Treatment Plant, and

WHEREAS, The Project scope was divided into a Base Bid and Bid Alternate 1 to allow flexibility of award of construction within the available funds, and

WHEREAS, The Project improvement plans, specifications, and contract documents were prepared by West Yost and Associates and CH2M Hill Inc., and the project was advertised for construction bids on July 20, 2017 and July 27, 2017, and

WHEREAS, A total of seven bids were received as listed below:

Contractor	Base Bid	Bid Alternate 1	Total Base Bid + Bid Alt. 1
Mountain Cascade	\$8,234,184	\$2,011,115	\$10,245,299
Mozingo Construction	\$8,201,244	\$2,140,000	\$10,341,244
T & S Construction	\$8,741,202	\$1,958,106	\$10,699,308
Steve P. Rados	\$8,905,423	\$1,962,300	\$10,867,723
Garney Construction	\$9,110,660	\$2,062,220	\$11,172,880
Preston Pipelines	\$9,461,076	\$2,370,400	\$11,831,476
Michaels Corp.	\$11,891,908	\$2,109,998	\$14,001,906

WHEREAS, The Base Bid and Bid Alternate 1 from Mountain Cascade Inc., is the lowest monetary bid. The bid analysis indicates that the lowest bid from Mountain Cascade Inc., is responsive and the bidder is responsible, and

WHEREAS, The Project is an approved FY2017-19 Capital Improvement Program project;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby awards a construction contract to Mountain Cascade Inc., for Base Bid and Bid Alternate 1, for a total amount of \$10,245,299, for construction of the Tracy Recycled Water Mains And WWTP Pump Station CIP 74091, and authorizes the City Manager to approve change orders up to the specified contingency amount of \$1,024,529.

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 16th day of October, 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2018-_____

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS PROJECT MANAGEMENT COMPANY (JACOBS), A TEXAS CORPORATION, TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE TRACY RECYCLED WATER MAINS AND WASTEWATER PUMP STATION PROJECT, CIP 74091 FOR A NOT TO EXCEED AMOUNT OF \$1,372,394 ON AN HOURLY BASIS

WHEREAS, The California Department of Water Resources has awarded a Proposition 84 Grant to the City in the amount of \$18 million for a Recycled Water Project ("Project"), and

WHEREAS, The City has matching fund responsibility of \$6 million towards this Project, and

WHEREAS, The City Council is awarding a construction contract for this Project, and

WHEREAS, Construction management and inspection services are needed for this Project, and

WHEREAS, A Request for Proposals (RFP) was issued and posted on the City's website, and

WHEREAS, A total of four proposals were received on August 24, 2018, and

WHEREAS, After completion of review of proposals and interview process, Jacobs was found to be the most qualified consultant to provide construction management and inspection services, and

WHEREAS, Jacobs has proposed to provide such services for a not to exceed amount of \$1,372,394, and

WHEREAS, The amount includes the services for the next phase of the project (total estimated cost of both phases of project \$24M);

NOW, THEREFORE, BE IT RESOLVED, That the Tracy City Council authorizes a Professional Services Agreement with Jacobs Project Management Company, a Texas corporation, to provide construction management and inspection services for the Recycled Water Mains and WWTP Pump Station Project, CIP 74091, for a not to exceed amount of \$1,372,394 on an hourly basis.

* * * * *

The foregoing Resolution 2018-_____ was adopted by Tracy City Council on the 16th day of October, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2018-_____

AUTHORIZING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CH2M HILL INC., FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE TRACY RECYCLED WATER MAINS AND WASTEWATER PUMP STATION PROJECT, CIP 74091

WHEREAS, The California Department of Water Resources has awarded a Proposition 84 Grant to the City in the amount of \$18 million for a Recycled Water Project (Project), and

WHEREAS, The City has matching fund responsibility of \$6 million towards this Project, and

WHEREAS, On May 17, 2016, City Council approved a Professional Services Agreement (PSA) with CH2M Hill Inc.,(Resolution No. 2016-086) for planning and design of recycled water project pump stations and associated work for a not-to-exceed amount of \$983,840, and

WHEREAS, On October 18, 2016, Council approved Amendment No. 1 to the PSA (Resolution No. 2016-209) to include a mandated non-discriminatory requirement for Proposition 84 Grant Funded Projects, and

WHEREAS, A separate PSA was awarded to CH2M Hill Inc., for additional work on this project during the pre-bidding process to expedite the project construction award through Task Order 15 to the Master Professional Services Agreement originally approved in 2014 and amended by City Council in March 2017, and

WHEREAS, It is necessary to retain the services of CH2M Hill to provide engineering services during construction, and

WHEREAS, Amendment No. 2 to the existing PSA defines the necessary scope of services for an additional not-to-exceed amount of \$195,000 on an hourly basis;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes Amendment No. 2 to the Professional Services Agreement with CH2M Hill to provide Engineering Services during construction for the Recycled Water Mains and WWTP Pump Station Project, CIP 74091.

* * * * *

The foregoing Resolution 2018-_____ was adopted by Tracy City Council on the 16th day of October, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2018-_____

AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH WEST YOST AND ASSOCIATES FOR DESIGN SERVICES RELATED TO THE NEXT
PHASE OF THE RECYCLED WATER PROJECT

WHEREAS, The California Department of Water Resources has awarded a Proposition 84 Grant to the City in the amount of \$18 million with \$6 million in matching funds from the City for a Recycled Water Project (CIP 74091) (hereinafter "Project"), and

WHEREAS, The Professional Services Agreement (PSA) with West Yost and Associates was approved by City Council on October 4, 2016 by Resolution No. 2016-201, in the amount of \$962,169, to complete the design of the Recycled Water pipeline, and

WHEREAS, The Project design is complete and was bid out for construction, and

WHEREAS, A construction contract is recommended for award by City Council along with this item on its meeting of October 16, 2018, and

WHEREAS, After award of the construction contract, approximately \$6 million is available to complete the next phase of the Project within the overall grant funded project scope, and

WHEREAS, Additional services are needed from West Yost and Associates to complete the pipeline design, and

WHEREAS, The scope of services for this amendment includes design of the recycled water pipeline along Grant Line Road, going west from the terminus of the Project recommended for award of construction with this agenda item up to Byron Road and then along Byron Road up to the intersection of Lammers Road and Byron Road to pick up the existing alignment of the pipeline already designed, and

WHEREAS, The previous design of the pipeline from Grant Line Road going south directly through an apartment complex to the intersection of Byron Road and Lammers Road cannot be used due to conflicts in timing of construction, utilities, and the inability to acquire necessary easements in a timely manner, and

WHEREAS, The scope of services also includes preparation of specifications and contract documents, and

WHEREAS, This phase of the project is estimated to be terminate on Lammers Road at Eleventh Street with connections to the existing recycled water pipe on Eleventh Street to serve the Tracy Sports Complex, and

WHEREAS, West Yost and Associates has submitted a proposal to complete this work under Amendment No. 1 to their existing PSA for a not to exceed amount of \$80,640 on a time and material basis;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes Amendment No. 1 to the Professional Services Agreement with West Yost and Associates for design services related to the next phase of the Recycled Water Project.

The foregoing Resolution 2018-_____ was adopted by Tracy City Council on the 16th day of October, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION 2018-_____

A RESOLUTION DECLARING INTENTION TO REIMBURSE
EXPENDITURES FROM THE PROCEEDS OF OBLIGATIONS
TO BE ISSUED BY THE CITY AND DIRECTING CERTAIN ACTIONS

WHEREAS, The City of Tracy ("City") proposes to undertake the project referenced below, to issue debt for such project and to use a portion of the proceeds of such debt to reimburse expenditures made for the project prior to the issuance of the debt, and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure, and

WHEREAS, It is in the public interest and for the public benefit that the City declares its official intent to reimburse the expenditures referenced herein;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Tracy as follows:

1. The City intends to issue obligations (the "Obligations") for the purpose of paying the costs of acquisition and construction of approximately six miles of recycled water transmission main pipeline and a recycled water pump station at the City's wastewater treatment plant (the "Project").
2. The City hereby declares that it reasonably expects (i) to pay certain costs of the Project prior to the date of issuance of the Obligations and (ii) to use a portion of the proceeds of the Obligations for reimbursement of expenditures for the Project that are paid before the date of issuance of the Obligations.
3. The maximum principal amount of the Obligations is \$30,000,000.

* * * * *

The foregoing Resolution 2018-_____ was adopted by the Tracy City Council on the 16th day of October, 2018, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3

REQUEST

RECEIVE PUBLIC TESTIMONY FROM PUBLIC HEARING FOR ANNUAL UNMET TRANSIT NEEDS, CITY OF TRACY, FISCAL YEAR 2018-19

EXECUTIVE SUMMARY

The City of Tracy (City) annually receives funds from the Transportation Development Act (TDA). Under provisions of the TDA, a local public hearing must be held annually to review any unmet transportation needs prior to allocation of TDA funds. Staff recommends that City Council receive public testimony concerning any unmet transportation needs. Comments will be forwarded to the San Joaquin Council of Governments to substantiate the validity of any proposed unmet transit needs.

DISCUSSION

Under provisions of the State of California Transportation Development Act (TDA), local public hearings must be held annually to review any unmet transit needs prior to the allocation of TDA funds. The hearings will be held on October 16, 2018, at 10:30 a.m. in the Tracy Transit Station Conference Room 105, and again at 7:00 p.m. in City Hall Council Chambers during the regularly-scheduled City Council meeting.

The TRACER Public Transit System provides Fixed Route and Paratransit Bus services Monday through Friday from 7:00 a.m. until 8:00 p.m., and Saturdays from 9:00 a.m. to 7:00 p.m. The Paratransit Subsidized Taxi service operates during the days and hours that the Paratransit Bus service is not in operation.

The purpose of the public hearing is for the City Council to receive public testimony concerning any unmet transportation needs which may exist for the Tracy community or within San Joaquin County. No decision as to the sufficiency of local transit services is requested from the Council.

The minutes of the public hearings on October 16, 2018, shall be forwarded to the San Joaquin County Council of Governments (SJCOG), which has the responsibility of determining whether transit needs remain unmet and would be reasonable to meet by the applicable jurisdiction. In addition, any comments received by phone, email, or walk-in prior to this public hearing will also be forwarded on to SCJOG for analysis. Staff members from SJCOG will attend the Tracy public hearings to witness the community responses and to answer specific questions concerning the TDA process.

Attached are copies of the Notice of Public Hearing relative to the Unmet Transit Needs Hearings (Attachment "A") published in Tracy Press newspaper, as well as the circular (Attachment "B") that was posted on the buses and delivered to various social services/activity agencies within the Tracy community.

STRATEGIC PLAN

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

FISCAL IMPACT

The public hearing does not require any direct expenditure of City funds and will not impact the General Fund.

RECOMMENDATION

That City Council receive public testimony from public hearing for annual unmet transit needs, City of Tracy, Fiscal Year 2018-2019.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS:

Attachment A – Public Hearing Notice
Attachment B – Circular

Attachment A

NOTICE OF PUBLIC HEARING CITY OF TRACY

A public hearing will be held on Tuesday, October 16, 2018, at 10:30 a.m. at the Tracy Transit Station, 50 East Sixth Street, Conference Room 105, for the purpose of inviting discussion and statements relative to unmet public transportation needs. Additionally, at 7:00 p.m. on October 16, 2018, or as soon thereafter as possible, the Tracy City Council will hold a public hearing in the Council Chambers, at Tracy City Hall, 333 Civic Center Plaza, to hear statements relative to unmet public transportation needs which can reasonably be met (required by Section 6656, California Administrative Code), prior to allocation of Transportation Development Act (TDA) funds for roads and street purposes.

All interested persons are invited to be present and to submit statements orally or in writing, before or during the meeting.

Information concerning this matter may be obtained at the Tracy Transit Station, 50 E. Sixth Street, Tracy, CA 95376.

Adrienne Richardson
City Clerk
Publish: 9/14, 10/12 2018

UNMET TRANSIT NEEDS HEARING



Think Inside the Triangle™

PUBLIC HEARING

TRACER Fixed Route
SJRTD Bus Service
Ride Sharing
Rail Service / ACE

TRACER Paratransit
Taxi Service
Car Pooling



TUESDAY, OCTOBER 16, 2018

HEARING 1: 10:30 a.m. - 11:30 a.m.
Room # 105
Tracy Transit Station
50 E. Sixth Street

HEARING 2: 7:00 p.m.
City Council Chamber
City Hall, Tracy

The City of Tracy & The San Joaquin Council of Governments
would like to know if you have any
Unmet Transit Needs.

You are invited to
comment on any unmet transit needs at the
City of Tracy Unmet Transit Needs Public Hearing.
Your concerns are important to us.

UNMET TRANSIT NEEDS SUGGESTIONS

*If you are unable to attend the public hearing
written comments and statements may be submitted to: Jayne Pramod,
Transportation Coordinator, Tracy Transit Station, 50 E. Sixth Street,
Tracy, CA 95376 or emailed to Jayne.pramod@cityoftracy.org*

For Information contact: City of Tracy Transit Station at (209) 831 4287

AGENDA ITEM 4

REQUEST

PUBLIC HEARING TO CONSIDER RENAMING WEST SCHULTE ROAD BETWEEN CORRAL HOLLOW ROAD AND LAMMERS ROAD TO WESTERN PACIFIC WAY

EXECUTIVE SUMMARY

West Schulte Road, a major collector street within the City of Tracy has two segments that run parallel to each other, west of Corral Hollow Road. The first segment extends to Mabel Josephine Drive. The second segment starts further south on Corral Hollow Road, extending to Lammers Road. This segment is owned by the Union Pacific Railroad Company and runs parallel to the railroad tracks. The future extension of the first segment to Lammers Road may result in two parallel roads with the same name. This may result in potential confusion for police and fire personnel during emergencies. This concern prompted the re-naming of the existing Schulte Road segment between Corral Hollow Road and Lammers Road.

The request to rename this segment was made by the Landmark Committee of the West Side Pioneer Association (WSPA), the local historical society in Tracy, who also submitted some historical names for consideration. The City Engineer's Office took the proposed names and requested feedback from the Street Name Review Committee consisting of various departments within the City as well as outside agencies. The Review Committee, after careful consideration, and eliminating names that sound similar to existing street names within the City and County, was able to agree on Western Pacific Way as the proposed new name. Since a portion of this road is within the County jurisdiction, the renaming of this segment was brought to the County Planning Commission and got approved as a consent item at the August 16, 2018 Planning Commission meeting. Therefore, staff recommends that City Council authorize the renaming of Schulte Road between Lammers Road and Corral Hollow Road to "Western Pacific Way."

DISCUSSION

West Schulte Road is a major collector street within the City of Tracy has two segments that run parallel to each other, west of Corral Hollow Road. The first segment is approximately 2500 ft. which runs west of Corral Hollow Road until it intersects with Mabel Josephine Drive. The second segment is approximately 1800 ft. south of this segment. This segment is approximately 1.4 mile long and it extends between Corral Hollow Road to the east and Lammers Road to the west. This segment is owned by the Union Pacific Railroad Company and runs parallel to the railroad tracks. The future potential expansion of the first segment to Lammers Road from Mabel Josephine Drive intersection can result in two segments of Schulte Road parallel to each other and sharing the same name. This may cause confusion during emergency response efforts, and also to the general public trying to identify the correct segment of Schulte Road pertaining to their destination.

In the Council Meeting on December 1, 2015, Council authorized staff to initiate the process of re-naming the existing segment of Schulte Road between Corral Hollow Road and Lammers Road to eliminate the duplication of names.

The initial request for renaming Schulte Road between Corral Hollow Road and Lammers Road was presented to the City by the Landmark Committee of the West Side Pioneer Association (WSPA), the historical society in Tracy. They presented to staff a list of names of historical significance to be selected for this segment. The Tracy Municipal Code (TMC) recommends the use of names of historical significance when naming streets.

Staff accepted this list as it was in accordance with the TMC guidelines. Staff then sought written comments from the Street Name Review Committee consisting of members from the City Fire Department, Police Department, Planning Division, Building Division, United States Postal Service and the San Joaquin County Sheriff's Office in accordance with the guidelines set forth in Title 9, Building Regulations, Chapter 9.40 Street Names and Numbering of the Tracy Municipal Code. The Committee reviewed each name independently and provided their recommendations. It was decided to eliminate any names that sounded familiar to existing Street or County names to avoid confusion to the emergency response teams. After careful consideration and through the process of elimination, the Staff decided on selecting the name "Western Pacific Way" from the list as the chosen name for Schulte Road between Corral Hollow Road and Lammers Road.

Since a small portion of this segment in the south-west side was in the County jurisdiction, it was necessary to get the San Joaquin County Planning Commission approval on the name change. Staff recently got approval of this name change from the County Planning Commission at their August 16, 2018 meeting date.

Therefore, staff recommends that City Council authorize the renaming of West Schulte Road between Corral Hollow Road and Lammers Road to "Western Pacific Way."

FISCAL IMPACT

New street signs will be provided and paid for through the approved traffic operations budget for traffic signs.

RECOMMENDATION

That City Council, by resolution, authorize the renaming of Schulte Road between Corral Hollow Road and Lammers Road to Western Pacific Way.

Prepared by: Anju Pillai, PE, Associate Civil Engineer
Zabih Zaca, PE, Senior Civil Engineer

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

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – Request Letter from the Landmark Committee of the West Side Pioneer Association

Attachment B – Sketch showing the proposed street name change

Attachment C – San Joaquin County letter of approval for name change

Date:Sun, 10 May 2015 15:31:36 -0700
From:Pete Mitracos [REDACTED]
To:Criseldo Mina [REDACTED]
CC:Ripon Bhatia [REDACTED], William Dean [REDACTED], Tracy
Historical Museum [REDACTED]

Hello Cris,

As you probably know we are in the process of placing a historic marker in Joan Sparks Park just to the north of Schulte Road (between Corral Hollow and Lammers) at the location of the area's first town.

As part of this recognition of Ellis, the West Side Pioneers recommend that we change the name of the orphaned section of Schulte runs parallel to the section of track where Ellis was located.

I've attached a list of names for the section of "Old Schulte Road" recommended by the Landmark Committee of the West Side Pioneers.

A number of years ago I talked with Ruben Smith (in the county planning office) about a name change. He was concerned about confusion as a result of two Schulte Roads (especially for emergency calls).

As the western third of the road is in the county they will need to be involved. There are very few residents with a Schulte address in the section of road between Corral Hollow and Lammers.

Also, as Cordes Ranch is just starting and has yet to have names for all the streets. I would ask that the West Side Pioneers be involved in the process of naming those streets. Names that reflect the history of our area should be considered.

Thank you for your help,

Pete Mitracos
Chair, Landmark Committee
West Side Pioneer Association
[REDACTED]

Names suggested by the Landmark Committee of the West Side Pioneer Association

1. FIRST TOWN ROAD

2. COAL STATION ROAD

3. WESTERN PACIFIC WAY

Other names

ELLISTOWN ROAD

GOLDEN SPIKE ROAD

PIONEER ROAD

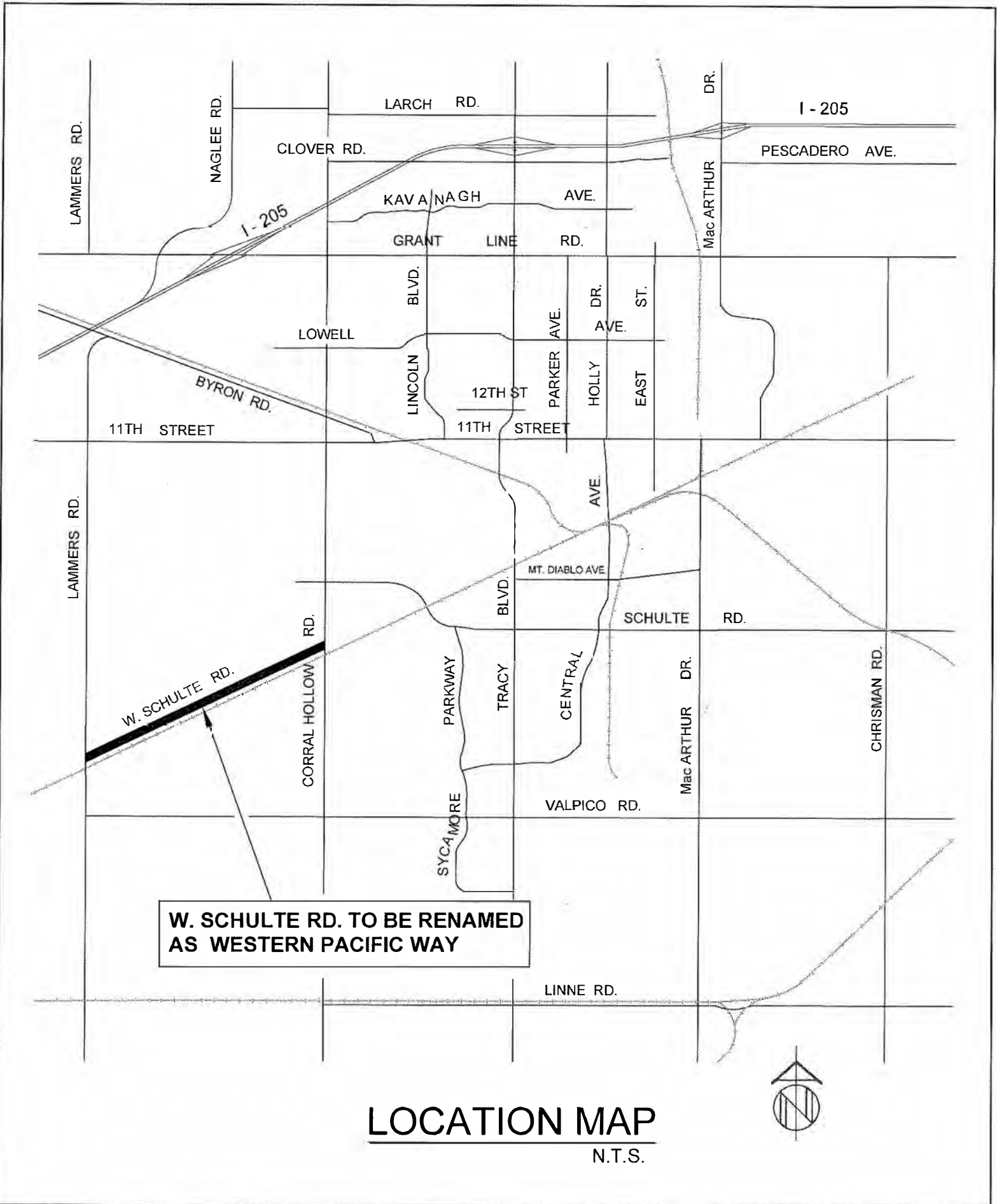
OLD TOWN ROAD

OLD TOWN ELLIS ROAD

ETOWN ROAD

TANK TOWN ROAD

ATTACHMENT B



LOCATION MAP

N.T.S.



**SAN JOAQUIN COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

1810 E. HAZELTON AVE., STOCKTON, CA 95205-6232
PHONE: 209/468-3121 FAX: 209/468-3163

August 31, 2018

Union Pacific Railroad Company
1400 Douglas Street, Stop 1640
Omaha, NE 68179

Dear Owners:

Re: Road Name Change Application No. PA-1800136 of Union Pacific Railroad Company (c/o City of Tracy) (APN: 240-080-12, 240-080-14)

ACTION: On August 16, 2018, the San Joaquin County Planning Commission approved PA-1800136 to rename a portion of Schulte Road between South Lammers Road and South Corral Hollow Road, to Western Pacific Way.

Please contact me if you have questions (Phone: [209] 468-0227).

Sincerely,

A handwritten signature in black ink, appearing to read "Giuseppe Sanfilippo".

Giuseppe Sanfilippo
Associate Planner

GS: pv

Enclosure: Conditions, Map

c: City of Tracy
Department of Public Works
Building Inspection Division
Rafedah Carella
Environmental Health Department
County Assessor
Property owners

**CONDITIONS OF APPROVAL
PA-1800136 (RN)
UNION PACIFIC RAILROAD COMPANY/CITY OF TRACY**

Road Name Change Application No. PA-1800136 was approved by the Planning Commission on August 16, 2018 . The effective date of approval is August 26, 2018 . This approval will expire on February 25, 2020 , which is 18 months from the effective date of approval, unless (1) all Conditions of Approval have been complied with, (2) all necessary building permits have been issued and remain in force, and (3) all necessary permits from other agencies have been issued and remain in force.

Unless otherwise specified, all Conditions of Approval and ordinance requirements shall be fulfilled prior to the establishment of the use and the issuance of any building permits. Those Conditions followed by a Section Number have been identified as ordinance requirements pertinent to this application. Ordinance requirements cannot be modified, and other ordinance requirements may apply.

1. COMMUNITY DEVELOPMENT DEPARTMENT (Staff Contact: Giuseppe Sanfilippo).
 - a. **IMPROVEMENT PLAN APPLICATION:** Submit an "APPLICATION-IMPROVEMENT PLAN". The Site Plan required as a part of the Improvement Plan application must show drainage, driveway access details including gates, on-site parking, landscaping, signs, existing and proposed utility services, and grading (refer to the "SITE PLAN CHECK LIST" for details). A fee is required for the Site Plan review. (Development Title Section 9-884)
2. DEPARTMENT OF PUBLIC WORKS (Staff Contact: Alex Chetley, 209-468-3000).
 - a. A copy of the final approval letter shall be sent to Public Services.
 - b. A-copy of the final approval letter shall be sent to the County Surveyor.
 - c. All costs related to road signage changes shall be paid for by the applicant.
 - d. The applicant shall submit payment of \$500 to the San Joaquin County Department of Public Works for the signage change.

NOTES AND INFORMATION ONLY

See Pacific Gas and Electric letter dated July 26, 2018



SAN JOAQUIN
 COUNTY
Greatness grows here.



Department of Public Works
 Kris Balaji, Director of Public Works
 Fritz Buchman, Deputy Director/Development
 Michael Selling, Deputy Director/Engineering
 Jim Stone, Deputy Director/Operations
 Kristi Rhea, Manager of Strategic Initiatives

August 10, 2018

MEMORANDUM

TO: Community Development Department
 CONTACT PERSON: Giuseppe Sanfilippo

FROM: Alex Chetley, Engineering Services Manager *Ae*
 Development Services Division

SUBJECT: PA-1800136; A Road Name Change application to rename a portion of West Schulte Road between South Lammers Road and South Corral Hollow Road to Western Pacific Way; located between South Lammers Road to the west, and South Corral Hollow Road to the east, Tracy. (Supervisory District 5)

PROPERTY OWNER: Union Pacific Railroad Company **APPLICANT:** City of Tracy
ADDRESS: N/A **APN:** 209-250-24

RECOMMENDATIONS:

1. A copy of the final approval letter shall be sent to Public Services.
2. A copy of the final approval letter shall be sent to the County Surveyor.
3. All costs related to road signage changes shall be paid for by the applicant.
4. The applicant shall submit payment of \$500 to San Joaquin County Department of Public Works for the signage change.

AC:JR



SAN JOAQUIN
— COUNTY —
Greatness grows here.

Environmental Health Department

Linda Turkatte, REHS, Director

Kasey Foley, REHS, Assistant Director

PROGRAM COORDINATORS

Robert McClellon, REHS

Jeff Carruesco, REHS, RDI

Willy Ng, REHS

Muniappa Naidu, REHS

Michael Kith, REHS

June 21, 2018

To: San Joaquin County Community Development Department
Attention: Giuseppe Sanfilippo

From: Naseem Ahmed; (209) 468-3436
Environmental Health Specialist

RE: PA-1800136 (PR), SU0011821
24832 S. Lammers Rd, Tracy

Handwritten initials "SA" inside a circle.

The Environmental Health Department has no comments or recommendation for this application at this time.



July 26, 2018

Giuseppe Sanfilippo
San Joaquin County
1810 East Hazelton Ave
Stockton, CA 95205

Ref: Gas and Electric Transmission and Distribution

Dear Mr. Sanfilippo,

Thank you for submitting PA-1800136 (RN) plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page.
2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team
Land Management



Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: <http://usanorth811.org/wp-content/uploads/2017/05/CA-LAW-English.pdf>

1. **Standby Inspection:** A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.
2. **Access:** At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.
3. **Wheel Loads:** To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

Ensure a list of the axle weights of all equipment being used is available for PG&E's Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.

4. **Grading:** PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.
5. **Excavating:** Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 12 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [$24/2 + 24 + 36/2 = 54$] away, or be entirely dug by hand.)



Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 12 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible (90° +/- 15°). All utility lines crossing the gas pipeline must have a minimum of 12 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E's ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity may be planted within the easement area.

11. Cathodic Protection: PG&E pipelines are protected from corrosion with an "Impressed Current" cathodic protection system. Any proposed facilities, such as metal conduit, pipes,



service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.



Attachment 2 – Electric Facilities

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as "**RESTRICTED USE AREA – NO BUILDING.**"
2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.
3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E's facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.
4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 15 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.
5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.
6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.
7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.
8. Streets and Roads: Access to facilities to be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for



proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (<https://www.dir.ca.gov/Title8/sb5g2.html>), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 (http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.

RESOLUTION 2018-_____

AUTHORIZING RENAMING OF WEST SCHULTE ROAD BETWEEN CORRAL HOLLOW ROAD AND LAMMERS ROAD TO WESTERN PACIFIC WAY

WHEREAS, West Schulte Road is a major collector street within the City of Tracy that has two segments that run parallel to each other, west of Corral Hollow Road, and

WHEREAS, The first segment is approximately 2500 ft. which runs west of Corral Hollow Road till it intersects with Mabel Josephine Drive, and

WHEREAS, The second segment is approximately 1800 ft. south of the first segment and is approximately 1.4 mile long and extends between Corral Hollow Road to the east and Lammers Road to the west, and

WHEREAS, This second segment is owned by the Union Pacific Railroad Company and runs parallel to the railroad tracks, and

WHEREAS, The future expansion of the first segment to Lammers Road from Mabel Josephine Drive intersection may result in two segments of Schulte Road parallel to each other and sharing the same name, and

WHEREAS, This can potentially cause problems for public safety responding to emergencies and also to the general public trying to identify the correct segment of Schulte Road pertaining to their destination, and

WHEREAS, On December 1, 2015, Council authorized staff to initiate the process of re-naming the existing segment of Schulte Road between Corral Hollow Road and Lammers Road to eliminate the duplication of names, and

WHEREAS, The initial request for renaming Schulte Road between Corral Hollow Road and Lammers Road was presented by the Landmark Committee of the West Side Pioneer Association (WSPA), the historical society in Tracy. WSPA also presented a list of names of historical significance to be selected for this segment, and

WHEREAS, The Tracy Municipal Code (TMC) recommends the use of names of historical significance when naming the streets, and

WHEREAS, Staff then sought written comments from the Street Name Review Committee, consisting of members from the City Fire Department, Police Department, Planning Division, Building Division, United States Postal Service and the San Joaquin County Sheriff's Office, for selecting a name from the list, and

WHEREAS, This Committee reviewed each name independently and eliminated names that sound similar to existing City and County street names, and

WHEREAS, The Committee finalized on "Western Pacific Way" as chosen new name for Schulte Road between Corral Hollow Road and Lammers Road, and

WHEREAS, A small portion of this segment in the south-west side was in the County jurisdiction, and it was necessary to get the San Joaquin County Planning Commission approval

on the name change and Staff got approval on this name change from the Planning Commission on their August 16, 2018 meeting date;

NOW, THEREFORE BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the renaming of Schulte Road between Corral Hollow Road and Lammers Road to Western Pacific Way.

* * * * *

The foregoing Resolution 2018-_____ was passed and adopted by the Tracy City Council on the 16th day of October 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

APPROVAL BY THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY OF ORGANIZATIONAL MATTERS

APPROVAL BY THE CITY OF TRACY AND THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY OF AN AMENDMENT AND RESTATEMENT OF THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE TRACY PUBLIC FINANCING AUTHORITY

EXECUTIVE SUMMARY

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 as of 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 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.

The City wishes to add a new member to the JPA to replace the Fire Authority. The City Council adopted Ordinance No. 1260 on August 21, 2018 and formed the Tracy Industrial Development Authority (the "Industrial Development Authority"). The members of the City Council are the members of the Board of Directors of the Industrial Development Authority.

As the final steps to add a new member to the JPA, Staff recommends the following steps, which should be taken in the following order:

1. That the City Council, acting as the Board of Directors of the Industrial Development Authority, adopt the referenced resolution approving organizational matters for the Industrial Development Authority.
2. That the City Council, acting as the City Council and the Board of Directors of the Industrial Development Authority, adopt the attached resolution approving an amendment and restatement of the JPA Agreement to acknowledge dissolution of the Fire Authority and, as a result, add the Industrial Development Authority as a member.

DISCUSSION

JOINT POWERS AUTHORITIES

Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Joint Powers Law") authorizes two or more public agencies by agreement to jointly exercise any power common to the contracting parties and to provide for the creation of an agency or entity that is separate from the parties to the agreement and is responsible for the administration of the agreement.

TRACY PUBLIC FINANCING AUTHORITY

The City and the Fire Authority executed the JPA Agreement under the Joint Powers Law to establish the JPA for the purpose of assisting the City with the acquisition, construction and improvement of public capital improvements and other programs.

However, the Fire Authority dissolved as of July 1, 2018 and is no longer a member of the JPA. In order to ensure that the JPA will remain available to assist the City with its financings after dissolution of the Fire Authority, the City and the Industrial Development Authority wish to acknowledge the termination of the Fire Authority's membership under the JPA Agreement and add the Industrial Development as a member. Staff anticipates that the JPA will assist the City with a wastewater financing later in 2018.

REQUESTED ACTIONS

The Industrial Development Authority has been established by Ordinance and the City Council, acting as the Board of Directors of the Industrial Development Authority, must adopt a resolution approving certain organizational matters for the Industrial Development Authority.

Thereafter, the City and the Industrial Development Authority must approve the proposed amendment and restatement of the JPA Agreement to acknowledge dissolution of the Fire Authority and, as a result, add the Industrial Development Authority as a member.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Governance Strategy and meets the goal of ensuring continued fiscal sustainability through financial and budgetary stewardship.

FISCAL IMPACT

There is no increased cost to the General Fund from this action. The City already pays the modest expenses associated with the JPA.

RECOMMENDATION

That Council adopt the resolutions of the City Council and the Board of Directors.

Prepared by: Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

A: First Amended and Restated Joint Powers Agreement - Tracy Public Financing Authority

FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT

TRACY PUBLIC FINANCING AUTHORITY

This FIRST AMENDED AND RESTATED JOINT POWERS AGREEMENT is dated as of _____, 2018, among the CITY OF TRACY, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), and the TRACY INDUSTRIAL DEVELOPMENT AUTHORITY, a public entity duly organized and existing under the laws of the State of California (the "Industrial Development Authority");

B A C K G R O U N D :

1. The City and the South County Fire Authority (the "SCFA") previously entered into a Joint Exercise of Powers Agreement dated as of April 16, 2013 (the "Original Joint Powers Agreement") forming the Tracy Public Financing Authority (the "Financing Authority") as a separate public agency under the laws of the State of California.

2. The SCFA 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 are in the process of forming a new joint exercise of powers authority and agreed to dissolve the SCFA under a South County Fire Authority Dissolution Agreement Between City of Tracy and Tracy Rural Fire District dated February 20, 2018 (the "Dissolution Agreement").

3. The City Council of the City (the "Council") adopted Resolution 2018-024 on February 20, 2018, which resolution approved the Dissolution Agreement and the dissolution of the SCFA effective as of July 1, 2018.

4. The Industrial Development Authority has been formed pursuant to Ordinance No. 1260 adopted by the Council on August 21, 2018, as a public entity duly organized and existing under the laws of the State of California.

5. In order to ensure the continuing existence of the Financing Authority following the dissolution of SCFA, the City and the Industrial Development Authority have agreed to add the Industrial Development Authority as a member of the Financing Authority and acknowledge that the SCFA dissolved as of July 1, 2018 and is therefore no longer a member of the Financing Authority.

A G R E E M E N T :

In consideration of the premises and the material covenants contained herein, the City and the Industrial Development Authority hereby agree that the Original Joint Powers Agreement shall be amended and restated as follows (as so amended and restated, the "Joint Powers Agreement" or the "Agreement"):

ARTICLE I

GENERAL PROVISIONS

Section 1.01. Purpose. This Agreement is entered into pursuant to the Joint Powers Law. The purpose of this Agreement is to provide assistance to the City and Industrial Development Authority (collectively, the "Members") from time to time in connection with their financing programs, and for any other purposes authorized under Article 4 of the Joint Powers Law (commencing with Section 6584) (the "Bond Act").

Section 1.02. Creation of Authority. Pursuant to the Joint Powers Law, there is hereby created a joint powers agency to be known as the Tracy Public Financing Authority (the "Financing Authority"). The Financing Authority is a public entity separate and apart from the Members, and shall administer this Agreement. The Financing Authority shall be deemed to be created and to exist as an entity which is authorized to transact business and exercise its powers, upon the adoption of a resolution approving the execution and delivery of this Agreement by the Board of Directors of Industrial Development Authority and the City Council of the City.

Section 1.03. Board.

(a) Composition of Board; Chairperson. The Financing Authority shall be governed by a Board of Directors (the "Board") consisting of five (5) directors. Each member of the City Council of the City shall be a member of the Board by virtue of being a member of the City Council of the City. All voting power of the Financing Authority shall reside in the Board.

The Mayor of the City Council of the City shall act as the Chairperson of the Board. The Chairperson shall perform the duties normal to said office and such duties as may be imposed by the Board. The Chairperson is authorized to sign all contracts and bonds on behalf of the Financing Authority to the extent permitted under applicable law.

(b) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the State of California (constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California).

(c) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Board members present at any meeting at which a quorum is present are required to take any action by the Board.

(d) Time and Place of Regular Meetings. The Board shall provide for its regular meetings. The initial meeting shall be held on July 2, 2013. Thereafter, the date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the Members. Unless otherwise provided herein or by resolution or by amendment of this Agreement, regular meetings shall be held on the same date and time as regular meetings of the City Council of the City. If the Secretary does not post an agenda for a regular meeting pursuant to Government Code Section 54954.21, then such failure to post shall be deemed to be a

determination by the Chairperson that no items required discussion and, therefore, that the regular meeting should be cancelled, except as otherwise provided in Section 54954.2.

(e) Special Meetings. A special meeting may be called and held at any time in accordance with the Ralph M. Brown Act.

(f) Closed Sessions. Nothing contained in this Agreement shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session.

(g) Parliamentary Procedure. The presiding officer at the meeting shall determine the rules of conduct. The presiding officer may be guided by the Rules of Procedure of the City Council of the City or such other rules as may be adopted by the City Council with respect to the conduct of its meetings, but failure to follow any such rules shall not affect the validity of any action or motion duly taken or adopted by the Board at any lawfully held meeting.

(h) Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

(i) Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

Section 1.04. Treasurer. Pursuant to Section 6505.5 of the Joint Powers Law, the chief financial officer of the City is hereby designated as the initial Treasurer of the Financing Authority and, as such, shall perform the functions of the treasurer of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Law, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Financing Authority and all records of the Financing Authority relating thereto. As treasurer of the Financing Authority, the Treasurer has custody of all of the accounts, funds and money of the Financing Authority from whatever source.

In the event, but only in the event, that the Treasurer holds moneys for the account of the Financing Authority or the Members, the Treasurer shall verify and report in writing at least quarterly to the Board and the Members the amount of money so held, the amount of receipts since the last such report, and the amount paid out since the last such report.

Section 1.05. Auditor. Pursuant to Section 6505.5 of the Joint Powers Law, the person performing the functions of the chief financial officer of the City is hereby designated as the initial Auditor of the Financing Authority and, as such, shall perform the functions of the auditor of the Financing Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law.

As auditor of the Financing Authority, the Auditor shall draw warrants to pay demands against the Financing Authority when the demands have been approved by the Board and shall assure that there is strict accountability of all funds and reporting of all receipts and disbursements of the Financing Authority.

Section 1.06. Other Officers and Employees of the Financing Authority.

(a) Other Officers. In addition to the Chair, the Treasurer and the Auditor, the officers of the Financing Authority shall consist of an Executive Director, a Secretary and a General Counsel, who shall consist of the City Manager, the City Clerk and the City Attorney, respectively. The Board may appoint such assistants to act in the place of the officers of the Financing Authority (other than any Director) as the Board shall from time to time deem appropriate.

(b) Duties of Executive Director. The Executive Director shall perform such functions as are customary in the exercise of such a position, and as may be more specifically provided by the Board from time to time. The Executive Director shall have charge of the day-to-day administration of the Financing Authority and shall execute the directives of the Board. The Executive Director is authorized to sign all contracts and bonds on behalf of the Financing Authority, except as may otherwise be provided by resolution of the Board.

(c) Duties of Secretary. The Secretary shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time. The Secretary shall have charge of the records of the Financing Authority and is responsible for recording the minutes of all meetings of the Board.

(d) Duties of General Counsel. The General Counsel shall perform such functions as are customary in the exercise of such positions, and as may be more specifically provided by the Board from time to time.

(e) Other Consultants and Contractors. The Board shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of this Agreement.

(f) Miscellaneous. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of any of the Members.

Section 1.07. Bonding of Officers. From time to time, the Board may designate officers of the Financing Authority having charge of, handling or having access to any records, funds or accounts or other assets of the Financing Authority, and the respective amounts of the official bonds of such officers and such other persons pursuant to Section 6505.1 of the Joint Powers Law. In the event that any officer of the Financing Authority is required to be bonded pursuant to this Section 1.07, such bond may be maintained as a part of or in conjunction with any other bond maintained on such person by any Member, it being the intent of this Section 1.07 not to require duplicate or over-lapping bonding

requirements from those bonding requirements which are otherwise applicable to the Members.

ARTICLE II

POWERS

Section 2.01. General Powers. The Financing Authority shall exercise the powers granted to it under the Joint Powers Law, including but not limited to the powers set forth in the Bond Act and the powers common to each of the Members, as may be necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 2.02. As provided in the Joint Powers Law, the Financing Authority is a public entity separate and apart from the Members.

Section 2.02. Restrictions on Exercise of Common Powers. The powers of the Financing Authority shall be exercised in the manner provided in the Joint Powers Law and in the Bond Act, and the exercise of the common powers of the City and the Industrial Development Authority shall be subject (in accordance with Section 6509 of the Joint Powers Law) to the restrictions upon the manner of exercising such powers that are imposed upon the City.

Section 2.03. Non-Liability of Members and Directors For Obligations of Authority. The debts, liabilities and obligations of the Financing Authority shall not be the debts, liabilities and obligations of any of the Members. No member, officer, agent or employee of the Financing Authority is individually or personally liable for the payment of the principal of or premium or interest on any obligations of the Financing Authority or be subject to any personal liability or accountability by reason of any obligations of the Financing Authority. Nothing herein contained relieves any such member, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Financing Authority.

In addition, no Member shall assume any liability or responsibility for any debts, liabilities or obligations which may be incurred by the other Member in connection with the issuance of bonds or other obligations of the Financing Authority for the benefit of such other Member.

ARTICLE III

CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

Section 3.01. Contributions. The Members may, but are not required to: (a) make contributions from their treasuries for any of the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use their personnel, equipment or property in lieu of other contributions or advances.

Section 3.02. Accounts and Reports. To the extent not covered by the duties assigned to a trustee chosen by the Financing Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust instrument entered into with respect to the proceeds of any bonds issued by the Financing Authority. The books and records of the Financing

Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by representatives of any of the Members. The trustee appointed under any trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said trust instrument as may be desirable to carry out this Agreement.

Section 3.03. Funds. Subject to the applicable provisions of any instrument or agreement which the Financing Authority may enter into, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer shall receive, have the custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 3.04. Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Financing Authority, annually prior to March 1st of each year. The estimated annual administrative expenses of the Financing Authority shall be allocated by the Financing Authority to the Members equally.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01. Term. This Agreement shall become effective, and the Financing Authority shall come into existence, on the date of execution and delivery hereof, and this Agreement and the Financing Authority shall thereafter continue in full force and effect so long as either (a) any bonds or other obligations of the Financing Authority remain outstanding or any material contracts to which the Financing Authority is a party remain in effect, or (b) the Financing Authority shall own any interest in any real or personal property.

Section 4.02. Disposition of Assets and Surplus Money. Upon the termination of this Agreement, (a) all property of the Financing Authority, both real and personal, shall be divided between the Members in such manner as agreed upon by the Members and (b) any remaining funds of the Financing Authority, following discharge of all debts, liabilities and obligations of the Financing Authority, shall be returned to the Members in proportion to the contributions made by such Members.

Section 4.03. Notices. Notices hereunder must in writing and will be sufficient if delivered to:

City of Tracy
City Hall
333 Civic Center Plaza
Tracy, California 95376
Attention: City Manager

Tracy Industrial Development Authority
City Hall
333 Civic Center Plaza
Tracy, California 95376
Attention: City Manager

Section 4.04. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the

language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 4.05. Law Governing. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 4.06. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of any bonds issued by the Financing Authority or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required in order to carry out any of the provisions of this Agreement or for any other purpose, including without limitation addition of new parties (including any legal entities or taxing areas heretofore or hereafter created) in pursuance of the purposes of this Agreement.

Section 4.07. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 4.08. Successors. This Agreement is binding upon and inures to the benefit of the successors of the respective Members. No Member may assign any right or obligation hereunder without the written consent of the other Member.

CITY OF TRACY

By: _____
Mayor

ATTEST:

By: _____
City Clerk

**TRACY INDUSTRIAL DEVELOPMENT
AUTHORITY**

By: _____
Chairperson

ATTEST:

By: _____
Secretary

RESOLUTION _____

RESOLUTION OF THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY
REGARDING ORGANIZATIONAL MATTERS

RESOLVED, by the Tracy Industrial Development Authority (the "Authority") that:

WHEREAS, the Authority has been formed under Ordinance No. 1260 adopted by the City Council (the "Council") of the City of Tracy (the "City") on August 21, 2018 (the "Ordinance"), and under the California Industrial Development Financing Act, Sections 91500 et seq. of the California Government Code (the "Act"), and

WHEREAS, pursuant to the Ordinance, the Council declared itself to be the governing board of the Authority, and

WHEREAS, the Council, acting in its independent capacity as the Board of Directors of the Authority (the "Board"), desires to elect and designate officers of the Authority and establish meeting dates for the Board;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Tracy Industrial Development Authority, as follows:

- 1. Ratification of Ordinance's Declarations.** The Board hereby ratifies the Council's declaration in the Ordinance that the Council shall be the Board of the Authority and therefore the Council shall act on behalf of the Authority in an independent capacity as the Board of the Authority.
- 2. Confirmation of Officers.** Under Section 91524 of the Act, the Board hereby elects and designates the officers of the Authority, as follows:
 - **Chairperson:** The Mayor of the City is hereby elected as Chairperson of the Authority.
 - **Vice-Chairperson:** The Vice-Mayor of the City is hereby elected as Vice-Chairperson of the Authority. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson.
 - **Executive Director:** The Executive Director of the Authority shall be the City Manager of the City. The Executive Director shall be the chief executive officer of the Authority with general supervision over the administration of the business and affairs of the Authority. At each meeting of the Board, the Executive Director shall submit such recommendations and information as considered properly concerning the business, affairs and policies of the Authority. The assistants or deputies to the City Manager are hereby designated as assistants or deputies of the Executive Director.
 - **Secretary:** The City Clerk of the City is hereby designated as Secretary of the Authority. Any deputies or assistants of the City Clerk are hereby designated as deputies or assistance of the Secretary.

- Treasurer: The officer of the City who serves as its chief financial officer is hereby designated as the Treasurer of the Authority. Any deputies or assistants of the Chief Financial Officer of the City are hereby designated as deputies or assistants of the Treasurer.

- 3. Certificate as to Secretary.** The Board hereby declares that this resolution constitutes a certificate of a majority of the authorized number of directors as to the Secretary of the Authority for the purposes of Section 91524(d) of the Act.
- 4. General Counsel.** The Board hereby appoints the City Attorney of the City to act as General Counsel for the Authority. The General Counsel shall represent the legal interests of the Authority, provide legal advice to the Authority's officers, prepare and approve as to form legal documents to implement policies established by the Board, and represent the Authority in legal proceedings, subject to the direction of the Board.
- 5. Meetings.** The Board shall conduct regular meetings on the same date, at the same time and at the same location as the regular meetings of the Council. Such regular meetings may occur either during or after the regular meetings of the Council but may not commence earlier than the starting time for the regular meetings of the Council.

All meetings of the Board will be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereinafter enacted (the "Brown Act").

If the Secretary does not post an agenda for a regular meeting pursuant to the Brown Act, then such failure to post shall be deemed to be a determination by the Chairperson that no items required discussion and, therefore, that the regular meeting has been cancelled, except as otherwise provided in the Brown Act.

The Board may hold special meetings at any time and from time to time in accordance with the Brown Act.

- 6. Effective Date.** This resolution shall take effect upon its adoption.

* * * * *

Resolution _____

Page 3

The foregoing Resolution _____ was adopted by the Tracy Industrial Development Authority on the 16th day of October, 2018, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Chairperson

ATTEST:

Secretary

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRACY
APPROVING AMENDED AND RESTATED JOINT EXERCISE OF
POWERS AGREEMENT ESTABLISHING THE TRACY PUBLIC
FINANCING AUTHORITY FOR THE PURPOSE OF ACKNOWLEDGING
THE DISSOLUTION OF THE SOUTH COUNTY FIRE AUTHORITY AND
ADDING THE TRACY INDUSTRIAL DEVELOPMENT AS A MEMBER

WHEREAS, the City of Tracy (the "City") and the South County Fire Authority (the "SCFA") previously entered into a Joint Exercise of Powers Agreement dated as of April 16, 2013 (the "Joint Powers Agreement") forming the Tracy Public Financing Authority (the "Authority") as a separate public agency under the laws of the State of California, and

WHEREAS, the SCFA 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, and

WHEREAS, the City and the Fire Protection District have formed a new joint exercise of powers authority and dissolved the SCFA under a South County Fire Authority Dissolution Agreement Between City of Tracy and Tracy Rural Fire District dated February 20, 2018 (the "Dissolution Agreement"), and

WHEREAS, the City Council of the City (the "Council") adopted Resolution No. 2018-024 on February 6, 2018, which resolution approved the Dissolution Agreement and the dissolution of the SCFA effective as of July 1, 2018, and

WHEREAS, in order to ensure the continuing existence of the Authority following the dissolution of SCFA, the City proposes to (i) acknowledge the dissolution of the SCFA and the resulting termination of the SCFA's membership under the Joint Powers Agreement, (ii) add the Tracy Industrial Development Authority (the "Industrial Development Authority") as a member of the Authority and (iii) make such changes to the Joint Powers Agreement as are necessary to reflect the termination of the SCFA's membership and the addition of the Industrial Development Authority as a member of the Authority;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Tracy as follows:

Section 1. Amendment of Joint Exercise of Powers Agreement. The Council hereby approves that certain First Amended and Restated Joint Powers Agreement between the City and the Industrial Development Authority in the form on file with the City Clerk. The Mayor is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest, the First Amended and Restated Joint Powers Agreement in the name and on behalf of the City.

Section 2. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 16th day of October, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION _____

RESOLUTION OF THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY APPROVING THE FIRST AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE TRACY PUBLIC FINANCING AUTHORITY FOR THE PURPOSE OF ACKNOWLEDGING THE DISSOLUTION OF THE SOUTH COUNTY FIRE AUTHORITY AND ADDING THE TRACY INDUSTRIAL DEVELOPMENT AUTHORITY AS A MEMBER

RESOLVED, by the Tracy Industrial Development Authority (the "Authority") that:

WHEREAS, the City of Tracy (the "City") and the South County Fire Authority (the "SCFA") previously entered into a Joint Exercise of Powers Agreement dated as of April 16, 2013 (the "Joint Powers Agreement") forming the Tracy Public Financing Authority (the "JPA") as a separate public agency under the laws of the State of California, and

WHEREAS, the SCFA 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, and

WHEREAS, the City and the Fire Protection District have formed a new joint exercise of powers authority and dissolved the SCFA under a South County Fire Authority Dissolution Agreement Between City of Tracy and Tracy Rural Fire District dated February 20, 2018 (the "Dissolution Agreement"), and

WHEREAS, the Council adopted Resolution 2018-024 on February 6, 2018, which resolution approved the Dissolution Agreement and the dissolution of the SCFA effective as of July 1, 2018, and

WHEREAS, in order to ensure the continuing existence of the JPA following the dissolution of SCFA, the City proposes to (i) acknowledge the dissolution of the SCFA and the resulting termination of the SCFA's membership under the Joint Powers Agreement, (ii) add the Authority as a member of the JPA and (iii) make such changes to the Joint Powers Agreement as are necessary to reflect the termination of the SCFA's membership and the addition of the Authority as a member of the JPA;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Tracy Industrial Development Authority, as follows:

1. Amendment of Joint Exercise of Powers Agreement. The Board of Directors of the Authority hereby approves that certain First Amended and Restated Joint Powers Agreement between the City and the Authority in the form on file with the Secretary of the JPA. The Chairman of the Authority is hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest, the First Amended and Restated Joint Powers Agreement in the name and on behalf of the Authority.

2. Effective Date. This resolution shall take effect upon its adoption.

Resolution _____
Page 2

The foregoing Resolution _____ was adopted by the Tracy Industrial Development Authority on the 16th day of October, 2018, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Chairperson

ATTEST:

Secretary

AGENDA ITEM 6

REQUEST

RECEIVE UPDATE ON CITY COUNCIL STRATEGIC PRIORITIES, GOALS AND OBJECTIVES FOR FISCAL YEARS 2017/18 AND 2018/19 WHICH INCLUDE PUBLIC SAFETY, QUALITY OF LIFE, GOVERNANCE, AND ECONOMIC DEVELOPMENT

EXECUTIVE SUMMARY

This staff report presents the City's proposed strategic priority areas, goals and objectives for Fiscal Years 2017/18 and 2018/19 discussed during the City Council retreat held on February 7, 2017. The four strategy areas include: (1) Public Safety, (2) Quality of Life, (3) Governance, and; (4) Economic Development. Staff requests that Council receive the quarterly update on the Strategic Priority Work Plans.

DISCUSSION

On February 7, 2017, the City Council and senior staff attended a retreat designed, in part, to discuss and define the City's strategic goals and objectives over the next two years. During that discussion, the Council identified desired outcomes related to the City's social, economic, organizational, and environmental landscape. Council then directed the City Manager to work with staff to amend the City Council's current goals and objectives to reflect the consensus reached during the retreat regarding priority areas and City goals.

Subsequently, the City Manager developed interdepartmental teams to distill the Council's discussion regarding the City's strategy areas, Public Safety, Quality of Life, Governance, and Economic Development, into goals and objectives for the coming fiscal years. Staff is presenting a quarterly update on the FY 2017/18 and 2018/19 Strategic Priority Work Plans (attached).

1. Public Safety Strategy:

The purpose of the Public Safety Strategy is to enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education, and offering prevention, intervention and suppression services that meet the needs of Tracy residents.

Goals:

The four goals identified in the Public Safety Strategy include: (1) Partner with and engage the community to address public safety concerns, (2) Align fire operations to match the needs of the community, (3) Enhance Citywide disaster preparedness, and (4) Promote traffic safety.

Objectives:

For Goal 1, ***Partner with and Engage the Community to Address Public Safety Concerns***, four objectives were identified.

Objective 1: Increase communication with residents regarding crime prevention and fire safety.

Objective 2: Establish partnerships with business owners to address and educate on current trends in public safety.

Objective 3: Identify and engage commercial property owners regarding crime prevention and safety.

Objective 4: Enhance community engagement through volunteer opportunities.

For Goal 2, ***Align Fire Operations to Match the Needs of the Community***, three objectives were identified:

Objective 1: Develop a proactive response to emergency medical response and County related policies.

Objective 2: Bring Fire Prevention under the purview of the Fire Department.

Objective 3: Develop an implementation plan consistent with the Tracy Fire Standards of Coverage.

For Goal 3 ***Enhance Citywide Disaster Preparedness***, two objectives were identified:

Objective 1: Update existing City-wide emergency safety and evacuation plan and related infrastructure.

Objective 2: Develop and implement a community education program to prepare and respond to man-made and natural disasters.

For Goal 4, ***Promote Traffic Safety***, two objectives were identified:

Objective 1: Increase public awareness of traffic safety issues specific to Tracy.

Objective 2: Implement a data-driven traffic enforcement campaign.

2. Quality of Life Strategy:

The purpose of the Quality of Life Strategy is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote positive change and progress in our community.

Goals:

The five goals identified in the Quality of Life Strategy include the following: (1) Address City amenities and facility usage with an emphasis on community demand, accessibility, and cost recovery, (2) Promote public health, safety, and community welfare throughout the community, (3) Cultivate community engagement through digital and traditional communication means, (4) Engage in efforts to enhance community aesthetics, and (5) Improve current recreational, cultural arts and entertainment programming and services to reflect community interests and demands.

Objectives:

For Goal 1, ***Address City Amenities and Facility Usage with an Emphasis on Community Demand, Accessibility, and Cost Recovery***, four objectives were identified:

- Objective 1: Identify amenities in demand based on community feedback.
- Objective 2: Develop plan to complete existing approved projects, such as: Legacy Fields, Aquatics Center, Senior Center expansion, Tracy Community Center renovation, and Boyd Service Center renovation.
- Objective 3: Explore cost recovery opportunities to protect and preserve our current amenities.
- Objective 4: Update community memorandum of understanding (MOU) policies and procedures.

For Goal 2, ***Promote Public Health, Safety and Community Welfare throughout the Community***, three objectives were identified:

- Objective 1: Reduce the number of blighted property conditions.
- Objective 2: Address community concerns regarding homelessness.
- Objective 3: Promote awareness of unsafe living conditions.

For Goal 3, ***Cultivate Community Engagement through Digital and Traditional Communication Means***, two objectives were identified:

- Objective 1: Explore opportunities to promote the City's brand through various marketing and communication activities.
- Objective 2: Enhance methods of informing and engaging the community on City related projects, programs and events.

For Goal 4, ***Engage in Efforts to Enhance Community Aesthetics***, three objectives were identified:

- Objective 1: Develop design goals and development standards, specifically for buildings and landscape for the I-205 corridor, Northeast Industrial and Industrial Specific Plan areas.
- Objective 2: Develop and implement an improvement plan for City landscape areas.
- Objective 3: Explore opportunities to enhance the appearance of City landmarks or points of entry through marketing and the built environment.

For Goal 5, ***Improve current Recreational, Cultural Arts and Entertainment Programming and Services to Reflect Community Interests and Demands***, one objective was identified:

- Objective 1: Develop recreational, cultural arts and entertainment programs and services that reflect community demographics, evaluation feedback, and trends.

3. Governance Strategy:

The purpose of the Governance Strategy is to retain and attract new talent, enhance fiscal stability, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

Goals:

The three goals identified in the Governance Strategy include the following: (1) Further develop an organization that attracts, motivates, develops and retains a high quality, engaged, informed and high performing workforce, (2) Ensure continued fiscal sustainability through financial and budgetary stewardship, (3) Identify technological resources to promote communication, enhance City services, and promote organizational productivity.

Objectives:

For Goal 1, ***Further Develop an Organization that Attracts, Motivates, Develops and Retains a High Quality, Engaged, Informed and High Performing Workforce***, three objectives were identified:

Objective 1: Develop an organizational Succession Plan.

Objective 2: Update Five Year Staffing Plan.

Objective 3: Re-implement internal employee development initiative.

For Goal 2, ***Ensure Continued Fiscal Sustainability through Financial and Budgetary Stewardship***; five objectives were identified:

Objective 1: Initiate department-wide review and update of financial policies and procedures.

Objective 2: Present quarterly fiscal updates to City Council and semi-annual revenue projections for TIMP and program fees.

Objective 3: Identify new revenue opportunities.

Objective 4: Identify opportunities to reduce expenditures.

Objective 5: Identify fiscal sustainability programs.

For Goal 3, ***Identify Technological Resources to Promote Communication, Enhance City Services, and Promote Organizational Productivity***; three objectives were identified:

Objective 1: Research and implement mechanisms to improve interdepartmental communication.

Objective 2: Identify and implement methods to improve organizational productivity.

Objective 3: Implement additional Enterprise Resource Planning software modules.

4. Economic Development Strategy:

The purpose of the Economic Development Strategy is to enhance the competitiveness of the City while further developing a strong and diverse economic base.

Goals:

The four goals identified in the Economic Development Strategy include the following: (1) Attract head-of-household jobs reflective of the City's target industries and those that best match the skill sets of the local labor force, (2) Attract retail, hotel, and entertainment uses that offer residents quality dining, shopping, and entertainment experiences, (3) Support higher education and vocational training in the City of Tracy, and (4) Position Tracy as the preferred location for start-up companies and entrepreneurial investment.

Objectives:

For Goal 1, ***Attract Head-Of-Household Jobs Reflective of the City's Target Industries and those that Best Match the Skill Sets of the Local Labor Force***, five objectives were identified:

- Objective 1: Focus business attraction efforts on identified target industries and companies that offer Head-of-Household wages.
- Objective 2: Pursue Bay Area companies and industries with growth and expansion potential.
- Objective 3: Foster existing business relationships to support the overall update and expansion of employment opportunities.
- Objective 4: Enhance the development process for predictability and transparency.
- Objective 5: Support mixed use housing projects that afford Tracy's workforce the opportunity to live in Tracy.

For Goal 2, ***Attract Retail, Hotel, and Entertainment Uses that Offer Residents Quality Dining, Shopping, and Entertainment Experiences***, three objectives were identified:

- Objective 1: Focus recruitment efforts on quality retailers who meet the desires of the community from the hotel, restaurant, shopping, and entertainment industries.
- Objective 2: Increase the entertainment and recreational opportunities and events that draw people into Tracy.
- Objective 3: Develop partnerships and resources to enhance and expand existing businesses.

For Goal 3, ***Support Higher Education and Vocational Training in the City of Tracy***, three objectives were identified:

- Objective 1: Implement and support Notre Dame de Namur University through the Partnership Opportunity Plan.
- Objective 2: Support efforts to develop and implement a communication and outreach strategy to promote the importance and benefits associated with higher education in the community.
- Objective 3: Support and market vocational training resources to new and existing businesses to enhance the skill set of our local labor market.

For Goal 4, ***Position Tracy as the Preferred Location for Start-up Companies and Entrepreneurial Investment***, three objectives were identified:

- Objective 1: Build a support network for small businesses, start-up companies and entrepreneurs.
- Objective 2: Enhance opportunities for Silicon Valley and Bay Area start-ups to present local industry with technology based products.
- Objective 3: Foster relationships with Silicon Valley, Bay Area Industry groups and business accelerators to identify, access and attract start-up companies.

FISCAL IMPACT

There is no fiscal impact with the adoption of this agenda item. Any budget implications will be addressed during the budget process.

RECOMMENDATION

That the City Council receive an update on the Council Strategic Priority areas, goals and objectives for Fiscal Years 2017/2018 and 2018/2019 which include Public Safety, Quality of Life, Governance, and Economic Development.

Prepared by: Vanessa Carrera, Economic Development Analyst
Octavio Lopez, Police Sergeant
Shelley Burcham, Economic Development Manager
Ed Lovell, Management Analyst II

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment "A": Public Safety Strategic Plan Chart for FY 17-19
Attachment "B": Quality of Life Strategic Plan Chart for FY 17-19
Attachment "C": Governance Strategic Plan Chart for FY 17-19
Attachment "D": Economic Development Strategic Plan Chart for FY 17-19



**PUBLIC SAFETY STRATEGY
FY 17-19 WORK PLAN**




Purpose: To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education and offering prevention, intervention and suppression services that meet the needs of Tracy residents.

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
1. Partner with and Engage the Community to Address Public Safety Concerns.	1a. Increase communication with residents regarding crime prevention and fire safety.	1.a.1 Implement enforcement actions to address results from the 2016 National Citizen Survey.	Watch Commanders	Ongoing		Currently addressing crime and quality of life issues based on community feedback and crime statistics. Completed f Quality Of Life initiative, continuing with longer term plans and restructuring of resources.
		1.a.2 Develop current educational campaign to be distributed on Nextdoor, Facebook, Nixle, City website, and traditional media.	NROs, Crime Prevention Specialists	Completed, Ongoing		Lock it or Lose it-campaign/flyers
	1b. Establish partnership with business owners to address and educate on current trends in public safety.	1.b.1 Continue to develop the Business Watch Program to reach full information exchange.	Crime Prevention Specialist	Ongoing		Developing a training campaign for online reporting of qualifying shoplifting cases.
		1.b.2 Continue to attend meetings and communicate with members of TCCA.	NROs, Crime Prevention Specialists	Ongoing		Monthly meeting attended by NRO.
	1c. Identify and engage commercial property owners regarding crime prevention and fire safety.	1.c.1 Educate property owners on best signage practices and regulations. Communicate through newsletters and onsite visits.	A. Contreras Crime Prevention Specialist	12/1/17		Currently attending meetings and completing site visits. We are working on developing publications/brochures for distribution.
		1.c.2 Implement CPTED (Crime Prevention Through Environmental Design) principles and practices.	Crime Prevention Specialist NROs	Completed, Ongoing		NRO's and Crime Prevention Specialists have completed CPTED training. Several evaluation reports done for businesses and city.
		1.c.3 Implement Fire Inspection Program.	P. Vargas	3/1/2018		
	1d. Enhance community engagement through volunteer opportunities.	1.d.1 Continue to develop the VIPS Program and Explorer Programs.	NROs	Continuous, Ongoing		Citizens Academy developed several new VIPS applicants and they are being currently trained.
		1.d.2 Host quarterly Neighborhood Watch Block Captain meetings.	Crime Prevention Specialists	Continuous, Ongoing		
		1.d.3 Continue academy programs such as the Citizens Academy, Youth Academy and Spanish-based Academy.	T. Sheneman/O. Lopez	Continuous, Ongoing		Adademies were completed with good feedback. Youth academy was postponed in 2018 due to staffing.

Behind schedule or exceeding Budget
 Stopped - No Progress




ATTACHMENT "A"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
2. Align Fire Operations to Match the Needs of the Community	2a. Develop a proactive response to emergency medical response and County related policies.	2.a.1 Renegotiate Advanced Life Support agreement to include provisions allowing for fire department response to Alpha & Bravo incidents.	R. Bradley/A. Dampier	4/18/17		City Council 5 Point Plan goal. Completed in 6/2017.
		2.a.2 Explore efficiencies in fire dispatch call processing to provide for early notification of emergency medical and fire incidents.	R. Bradley/C. Martin	10/1/17		
	2b. Bring Fire Prevention under the purview of the Fire Department.	2.b.1 Create Fire Marshal Position Description and add to position control roster.	R. Bradley	2/21/17		Completed. City Council 5 Point Plan goal.
		2.b.2 Conduct and complete recruitment for Fire Marshal.	R. Bradley	8/1/17		Completed. Fire Marshal was hired in 9/2017.
		2.b.3 New Fire Marshal build fire prevention staff through recruitment of fire inspectors and support staff.	R. Bradley/A. Ray	10/1/17		In progress. Admin Assistant was hired in 10/2017. One of two Fire Inspector positions was filled in 12/2017.
		2.b.4 Fully integrate all Fire Prevention program elements into the fire department.	R. Bradley/A. Ray	9/1/17		In progress. Expected completion 7/2018.
	2c. Develop and implementation plan consistent with the Tracy Fire Standards of Coverage.	2.c.1 Present completed Standards of Cover study to council and Tracy Rural Fire District Board of Directors.	R. Bradley/D. Bramell	6/20/17		Completed. Presented to Tracy Rural 6/12/2017, City Council 6/20/2017, and SCFA 7/18/2017. City Council 5 Point Plan goal.
		2.c.2 Develop fire department labor/management work team to review technical findings and prioritize Standards of Cover deployment recommendations.	R. Bradley/D. Bramell	8/1/17		Completed.

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress




ATTACHMENT "A"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
3. Enhance Citywide Disaster Preparedness.	3a. Update existing City-wide emergency safety and evacuation plan	3.a.1 Research the scope of the project.	City Manager's Office	6/30/18		Obtain the consultant report with standards and recommendations.
	3b. Develop and implement a community education program to prepare and respond to man-made and natural disasters.	3.b.1 Integrate emergency response plans with Tracy Unified and Jefferson School Districts.	T. Sheneman	7/1/18		Met with several school sites for emergency response planning. Currently working with district on district review of emergency response plan.
		3.b.2 Identify and partner with community and business stakeholders.	T. Sheneman	4/1/18		On-goig. Met with busnisses such as Costco, Fed-Ex, Amazon for safety assesment planning.
		3.b.3 Identify disaster preparedness point of contacts.	T. Sheneman	4/1/18		

 On schedule and within Budget
 Behind schedule or exceeding Budget
 Stopped - No Progress

ATTACHMENT "A"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
	3c. Update and expand existing public safety training facilities.	3.c.1. Update current Police shooting range.	T. Miller/T. Matuska			Pre-construction phase. Looking to begin later in 2018
		3.c.2. Expand training facilities with and additional location to include police and fire equipment.	Miller/Matuska/P. Vargas			Project proposed development in phases. Regional training facility site identified at Chrisman and 11th Street. Currently identifying project scope and funding sources.
4. Promote Traffic Safety.	4a. Increase public awareness of traffic safety issues specific to Tracy.	4.a.1 Implement student traffic safety awareness.	C. Kootstra	Ongoing		"Every 15 minutes" at High Schools. Enforcement at schools, on a rotating/as needed basis. PSA's during
		4.a.2 Continue traffic education campaign through social media and other communications.	C. Kootstra	Ongoing		
		4.a.3 Distribute traffic safety awareness literature at city sponsored public events.	C. Kootstra	Ongoing		
	4b. Implement a data driven traffic enforcement campaign.	4.b.1 Seek and implement grant funding from Office of Traffic Safety (OTS) to provide for staff and equipment costs.	V. Weyant	Completed,		Grant was completed in 2017.
		4.b.2 Identify locations of most frequent and serious collisions, and deploy resources for enforcement at targeted locations.	C. Kootstra, T. Zuniga	Ongoing		Additional shifts offerered for traffic enforcemnt/education in identiifed areas.
		4.b.3 Continue to consult with Traffic Engineering in order to obtain traffic data and review/assess roadway engineering.	C. Kootstra, T. Zuniga	Ongoing		Monthly meetings with Engineering.

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress



QUALITY OF LIFE STRATEGY

FY 17/19 WORK PLAN




Purpose: The purpose of the Quality of Life Strategy is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments	
1.Address City Amenities and Facility Usage with an Emphasis on Community Demand, Accessibility, and Cost Recovery.	1a. Identify amenities in demand based on community feedback.	1.a.1 Summarize data from Measure V Funding Priority Survey results and present findings to Council.	V. Carrera	6/1/17	On schedule and within Budget	Completed. City Council 5 Point Plan goal, regarding public outreach and engagement.	
		1.a.2 Gather feedback from the Parks Commission on proposed park and facility Capital Improvement Projects and present list to Council as part of the annual CIP process.	E. Lovell	6/1/17	On schedule and within Budget	Completed. Parks Commission feedback has been gathered.	
		1.a.3 Update Parks and Public Facilities Master Plan.	R. Armijo	11/1/18	On schedule and within Budget	In progress.	
		1.a.4 Evaluate current facility rules and regulations as it relates to maximizing facility usage availability.	E. Lovell/ C. Mabry	6/1/19	On schedule and within Budget	In progress. Annual update of Sports Field Reservation Handbook approved by Parks & community Services Commission 10/5/17.	
	1b. Develop plan to complete existing approved projects, such as: Legacy Fields, Aquatics Center, Senior Center, Tracy Community Center renovation, and Boyd Service Center renovation.		1.b.1 Identify the funding and resources needed to complete Phase I of Legacy Fields.	B. MacDonald	10/1/17	On schedule and within Budget	City Council 5 Point Plan goal, to be included in the FY 17-19 CIP budget and Measure V discussion at October 17th Council meeting.
			1.b.2 Complete Aquatics Center development plan.	B. MacDonald	2/1/18	On schedule and within Budget	City Council 5 Point Plan goal. Development plan to include conceptual design, site planning, land acquisition. Developer has presented conceptual design and staff is working on funding alternatives and options.
			1.b.3 Complete Senior Center expansion project.	R. Armijo	1/1/19	On schedule and within Budget	In progress.
			1.b.4 Complete Phase I of Tracy Community Center renovation project.	R. Armijo	10/1/17	On schedule and within Budget	Complete.
			1.b.5 Complete Boyd Service Center Maintenance Shop renovation project.	D. Scholl/ R. Armijo	Phase 2 - October, 2018; Phase 3 - winter, 2019	On schedule and within Budget	Project awarded and currently under construction. Expected completion in December 2018.

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress




ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
		1.b.6 Approve Memorandum of Understanding with San Joaquin County for South County Park.	B. MacDonald	12/1/17		City staff has had three meetings with County staff including a site visit and is working through final deal points on a proposed MOU.
		1.b.7 Initiate efforts to develop the North Regional Park Master Plan near Legacy Fields.	B. MacDonald	8/1/18		Master Plan will tie Legacy Fields, South County Park and North Regional Park together.
		1.b.8 Complete recirculating splash pad at MacDonald Park.	R. Armijo/Z.Zaca	10/1/17		Project awarded on 9/4/18.
	1.c. Explore cost recovery opportunities to protect and preserve our current amenities.	1.c.1 Complete fee study analysis on current park and facility rental fees.	C. Mabry/ E. Lovell	1/31/18		In progress.
		1.c.2 Identify the amount needed to subsidize City rental facilities, including ongoing maintenance and repairs, based on the existing rental fee structure.	C. Mabry/ E. Lovell	3/31/18		In progress. Contingent upon fee study 1.c.1.
		1.c.3 Present findings to City Council.	C. Mabry/ E. Lovell	4/30/18		
	1.d. Update community Memorandum of Understanding (MOU) policies and procedures.	1.d.1 Research comparable City policies and define what an MOU community benefit is.	C. Mabry/ E. Lovell	9/30/18		In progress.
		1.d.2 Update City MOU policies.	C. Mabry/ E. Lovell	1/31/18		
		1.d.3 Identify funding mechanism to subsidize community MOUs.	C. Mabry/ E. Lovell	4/30/18		
	1.e. Engage in efforts to enhance transportation connectivity within and outside the City limits.	1.e.1. Continue collaboration with the San Joaquin Regional Rail Commission and the Tri-Valley-San Joaquin Valley Regional Rail Authority to enhance transportation connectivity from the Central Valley to the Silicon Valley.	E. Lovell	7/1/18		In progress.

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress




ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
2. Promote Public Health, Safety and Community Welfare throughout the Community.	2a. Reduce the number of blighted property conditions.	2.a.1 Schedule monthly inspections of recidivist violators.	A. Contreras	Ongoing		
		2.a.2 Reduce visual blight with enforcement of illegal signage.	A. Contreras	Ongoing		
		2.a.3 Proactively inspect vacant, boarded buildings to ensure compliance with city codes.	A. Contreras	Ongoing		
		2.a.4 Deliver general code enforcement education communitywide.	A. Contreras	Ongoing		
		2.a.5. Identify one property for receivership.	A. Contreras	6/30/18		
		2.a.6 Increase Code Enforcement staff.	A. Contreras	7/1/17		Three positions approved: One Case Analyst and two Code Enforcement Officers.
	2.b. Address community concerns regarding homelessness.	2.b.1 Continue collaboration with service providers to efficiently deliver services to the homeless population through Operation Helping Hand.	A. Contreras/ Neighborhood Resource Officers	Ongoing		
		2.b.2 Develop communications campaign to educate the public on how to assist the homeless.	A. Contreras / Neighborhood Resource Officers/ V.Carrera	1/1/18		
		2.b.3 Implement enforcement measures regarding criminal activity surrounding homelessness.	A. Contreras / Neighborhood Resource Officers	6/30/18		60-day Quality of Life Initiative completed by Police Dept., Code Enforcement, and Public Works.
	2c. Promote awareness of unsafe living conditions.	2.c.1 Develop an educational campaign through Channel 26 and public speaking engagements.	A. Contreras. / V. Carrera	7/1/18		
	2d. Explore opportunities to enhance affordable housing options in Tracy.	2.d.1. Research development and funding opportunities to address affordable housing in Tracy.	A. Malik	7/1/18		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress




ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
3.Cultivate Community Engagement through Digital and Traditional Communication means.	3a. Explore opportunities to promote the City's brand through various marketing and communication activities.	3.a.1 Establish internal City Marketing and Communications Team.	V. Carrera	4/1/17		Completed 3/2017. Tracy 20/20 Employee and Civic Engagement recommendation.
		3.a.2 Update City communication policies.	V. Carrera	1/1/18		In progress.
		3.a.3 Develop a comprehensive internal and external City Communication Plan.	V. Carrera	1/1/18		City Council 5 Point Plan goal. Tracy 20/20 Employee and Civic Engagement recommendation. In progress.
		3.a.4 Identify opportunities to promote the City's brand through digital and print media, signs and banners, and City points of interest.	V. Carrera	Ongoing		City Council 5 Point Plan goal. Branding includes the use of the City's logo, slogan and telling the City's story through various communication means. In progress.
	3b. Enhance methods of informing and engaging the community on City related projects, programs and events.	3.b.1 Partner with Tracy Police Department on "Walk the Beat" and public safety outreach events.	V. Carrera	Ongoing		In progress.
		3.b.2 Develop communication outreach strategies for large City projects or programs (ex: Corral Hollow Rd Widening).	V. Carrera	11/1/17		In progress.
		3.b.3 Continuously push out public information on City social media sites: Facebook, Nextdoor, Twitter, LinkedIn, Instagram.	V. Carrera	Ongoing		City Council 5 Point Plan goal related to communication and digital outreach.
		3.b.4 Identify opportunities to advance the City's digital media story telling and outreach.	V. Carrera/ D. Summa	Ongoing		City Council 5 Point Plan goal related to communication and digital outreach.
		3.b.4 Explore ways to make the City of Tracy website mobile friendly.	V. Carrera / M. Engen	4/1/18		In progress. Request for Proposal for a new website Content Management System issued in August. Full implementation by Spring 2019.

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
4. Engage in Efforts to Enhance Community Aesthetics.	4.a. Develop design goals and development standards, specifically for buildings and landscape, for the I-205 corridor, Northeast Industrial and Industrial Specific Plan areas.	4.a.1 Approve revised Citywide design goals and development standards.	V. Lombardo	5/16/17		City Council 5 Point Plan Goal. New design goals and development standards adopted on 5/16/17. Staff was directed to develop new residential landscaping standards and present to Council via a public workshop.
	4b. Develop and implement an improvement plan for City landscape areas.	4.b.1 Adopt list of CIPs that will address landscape and park improvements.	D. Scholl	7/1/17		In progress. A list of key improvement areas has been established. Based off this list, staff is proposing a city-wide landscape improvement CIP in the FY 17/19 budget. Additionally, a request for additional staff to perform ongoing projects such as landscape renovations/improvements has been submitted for Council consideration. Some additional staff for addressing blight and improving community aesthetics have been submitted via mid-year budget adjustment.
		4.b.2 Enhance safety of playground structures at parks identified in the CIP list.	D. Scholl	June, 2019		(1) Hoyt Park playground renovation completed. is under construction as of 4/17. (2) Larsen Park and 6 LMD park playgrounds in design phase as of 4/17. Bids were received and had to be rejected (Council action 8/8/18). Project will re-bid in Fall/Winter 2018. (3) CIP has been submitted for approval for renovations of playgrounds at Yasui and Alden parks.
		4.b.3 Apply for grants to enhance the City's urban forest.	D. Scholl	June, 2019		Completed and ongoing. (1) Cal Fire CIRCLE grant for planting of 150 trees completed in 2017. (2) Cal Fire Management Activities for Green House Gas Reduction Grant submitted April 25, 2017. \$300,000 grant was awarded. Approx. 150 trees have been planted via this new grant. 150 more are scheduled to be planted on October 27, 2018 at Legacy Fields for this year's Arbor Day event. Development of an Urban Forestry Management Plan funded by this grant has begun.

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress




ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
		4.b.4 Evaluate fiscal sustainability and structure within Landscape Maintenance Districts (LMD) and develop alternative mechanisms to fund maintenance and improvements.	D. Scholl	June, 2019		A new LMD engineering consultant has been selected. The new firm has made some corrections/adjustments resulting in some improved funding in various LMD zones. Staff has actively engaged with residents in Zone 29 (Ellissagaray Ranch) who are considering an increase to their assessment rate. A Prop 218 vote may result. The Cal Fire grant noted previously has provided funding for some tree replacements within a portion of the LMD. Other alternative funding options continue to be investigated.
	4c. Explore opportunities to enhance the appearance of City landmarks or points of entry through marketing and the built environment.	4.c.1 Establish list of possible areas or points of entry that may be improved.	D. Scholl/ R. Armijo	9/1/17		City Council 5 Point Plan goal, to be included in the FY 17-19 CIP and Measure V discussion.
		4.c.2 Propose projects as part of the City's Community Improvement Plan.	R. Bradley	Ongoing		City Council 5 Point Plan goal, to be included in the FY 17-19 CIP and Measure V discussion.
		4.c.3 Renovate the 6th Street Water Tower.	R. Armijo	FY 17/19 CIP process.		City Council 5 Point Plan goal, to be included in the FY 17-19 CIP and budget discussion.
		4.c.4 Renovate the median strip on 11th Street between Corral Hollow and Lammers Roads.	R. Armijo	12/17/17		In progress. City Council 5 Point Plan goal. Preliminary concept presented to Council on 4/18/17. Project awarded and is under construction.
		4.c.5 Complete the 11th Street Bridge Replacement Project.	R. Armijo	6/1/18		Completed.
		4.c.6 Explore opportunities to enhance the physical and social characteristics of the community by updating the Public Art Master Plan.	W. Wilson	6/30/19		Ongoing. Collaborative project between Staff and the Tracy Arts Commission to significantly update the existing Civic Art Plan (2003). The Civic Art Program subcommittee will begin working on this project in fall 2018.
		4.c.7 Continue conversation to brand Downtown Tracy as an Arts District within the Tracy City Center Association and Economic Development Team.	W. Wilson	In-Progress		Ongoing. Correlates with Economic Development Strategic (Priority, Goal 2, Objective 3 in 2017-19 Plan) and Investing in Community and Enhancing City Image in City Council 5 Point Plan.
5. Improve Current Recreational, Cultural Arts and Entertainment Programming and	5.a. Develop recreational, cultural arts and entertainment programs and services that reflect community demographics, evaluation feedback and trends.	5.a.1 Use evaluation and public feedback to adjust recreation and cultural arts programs, classes and events.	J. Correll/ V. Pavlakis	6/30/19		Ongoing - Seasonal Recreation Activity Guide & Arts Education Catalog.

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress

ATTACHMENT "B"

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
Services to Reflect Community Interests and Demands.		5.a.2 Solicit recruitment for contract instructors to match programming demands.	J. Correll/ V. Pavlakis	6/30/19		Ongoing - Seasonal Recreation Activity Guide & Arts Education Catalog.
		5.a.3 Schedule opportunities to promote programs and special events through digital and print media.	J. Correll/ V. Pavlakis	9/1/17		City Council 5 Point Plan goal related to communication and digital outreach.




-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress






**GOVERNANCE STRATEGY
FY 17/19 WORK PLAN**

Purpose: To retain and attract new talent, enhance fiscal stability, improve the use of technology, and enhance transparency for the betterment of the Tracy community.




Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
1. Further Develop an Organization that Attracts, Motivates, Develops and Retains a High Quality, Engaged, Informed and High Performing Workforce.	1a. Develop an Organizational Succession Plan.	Hire a consultant to assist with the creation of an organizational Succession Plan.	M. Lichtwardt	5/1/2017		Completed. Tracy 20/20 Professional Development recommendation.
		Meet with various staff to receive input and identify needs.	M. Lichtwardt	8/31/2017		
		Review draft Succession Plan with department heads.	M. Lichtwardt	11/30/2017		
		Begin implementation of Succession Plan.	M. Lichtwardt	1/1/2018		
	1b. Update Five Year Staffing Plan.	Meet with departments to determine and prioritize 5-year staffing needs.	S. Garrabrant-Sierra	1/31/2018		
		Phase staffing needs into budget process as funding is available.	All Departments	3/31/2018 & 3/31/2019		
	1c. Re-implement internal employee development initiatives.	Develop an internal Employee Development Team.	E. Lovell	1/31/2018		Tracy 20/20 Professional Development recommendation.
		Determine Employee Development initiatives to carry forward.	Employee Development Team	4/30/2018		
		Create implementation plan for Employee Development Initiatives.	Employee Development Team	6/30/2018		

 On schedule and within Budget
 Behind schedule or exceeding Budget
 Stopped - No Progress




Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
		Begin Implementation of Employee Development Initiatives.	Employee Development Team	9/30/2018		
2. Ensure Continued Fiscal Sustainability through Financial and Budgetary Stewardship.	2a. Initiate department-wide review and update of financial policies and procedures.	Review current policies and procedures and compare with City policy and audit recommendations.	M. Garcia	12/31/2017		
		Present findings and recommended actions to Department Heads.	M. Garcia	4/30/2018		
		Implement recommended actions.	M. Garcia	12/31/2018		
	2b. Present quarterly fiscal updates to City Council and semi-annual revenue projections for TIMP and Program Fees.	Present General Fund expense and revenue updates to City Council.	K. Schnaider	Quarterly Feb, May, Sep, Nov		
		Present revenue projections for TIMP and Program Fees.	K. Schnaider	Semi-Annually Jun, Jan		
	2c. Identify new revenue opportunities.	Contract with HDL to monitor property tax.	A. Bell	9/30/2017		
		Conduct a TOT audit.	M. Garcia	6/30/2018		
		Explore new grant opportunities, especially for Public Safety and Park Amenities.	All Departments	Ongoing		
		Explore options for developers to pay their own way using CFDs or other financing mechanisms.	M. Garcia	6/30/2019		
		Conduct fee study and provide recommendations.	A. Bell	12/31/2017		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress




Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
		Enhance subrogation efforts.	J. Carlos	6/30/2019		
	2d. Identify opportunities to reduce expenditures	Restructure City wide overhead allocation.	T. Hedegard	6/30/2018		
		Conduct department audits to revise organizational staffing structure to create efficiencies.	M. Garcia/ M. Lichtwardt	6/30/2019		
	2e. Identify fiscal sustainability programs	Create a budget policy to show ongoing expenses for new programs and infrastructure.	L. Borjon	9/30/2017		
		Present policy to City Council for approval.	L. Borjon	11/30/2017		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
3. Identify Technological Resources to Promote Communication, Enhance City Services, and Promote Organizational Productivity.	3a. Research and implement mechanisms to improve interdepartmental communication.	Establish a SharePoint liaison for each department.	C. Fanto	9/30/2017		Tracy 20/20 Employee and Civic Engagement recommendation.
		Create a SharePoint implementation plan.	C. Fanto	6/30/2018		
		Implement the SharePoint implementation plan.	C. Fanto	6/30/2019		
	3b. Identify and implement methods to improve organizational productivity.	Update the list of Technology Liaisons for each department.	C. Fanto	12/31/2017		
		Use Technology Liaisons to gather data on technology needs within each department along with justification.	C. Fanto	6/30/2018		
		Each Department to prioritize their technology needs list, identifying costs and potential vendors.	C. Fanto	10/31/2018		
		Evaluate the implementation of department technology needs as part of the annual budget process.	C. Fanto	2/28/2019		
	3c. Implement additional Enterprise Resource Planning software modules.	3.c.1 Implement HR and Employee Self Service Module.	R. Harmon	12/31/2017		
		Implement Project Accounting Module.	T. Hedegard	12/31/2017		
		Implement Capital Assets Module.	L. Borjon	12/31/2017		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
		3.c.2 Implement Community Development Module.	R. Harmon	6/30/2018		
		3.c.3 Implement Citizen Self Service and Vendor Self Service Module.	R. Harmon	12/31/2018		
		3.c.4 Implement Tyler MUNIS Transparency Module.	R. Harmon	6/30/2019		
		3.c.5 Review Incident Management Module and assess ability to replace Government Outreach.	R. Harmon	6/30/2019		
		3.c.6 Implement Utility Billing Module.	R. Harmon	6/30/2019		
		3.c.7 Implement Work Order Module.	R. Harmon	6/30/2019		
		3.c.8 Implement Incident Management Module if deemed able to replace Government Outreach.	R. Harmon	6/30/2019		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

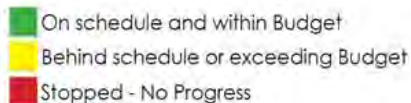


ECONOMIC DEVELOPMENT STRATEGY




FY 17/19 WORK PLAN

Purpose: Enhance the competitiveness of the City while further developing a strong and diverse economic base.

Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
1. Attract Head-of-Household Jobs Reflective of the City's Target Industries and those that Best Match the Skill Sets of the Local Labor Force.	1.a. Focus business attraction efforts on identified target industries and companies that offer Head-of-Household wages.	1.a.1 Update a short list of companies based on the redefined Target Industry recommendations resulting from the "Business Attraction of Technology Industry" study being completed by Newmark Grubb Knight & Frank (consultant).	S. Burcham	3/2018	On schedule and within Budget	COMPLETE 1/16/18 NKF RESULTS PRESENTED TO COUNCIL
		1.a.2 Implement Tracy's "High Wage" incentive program and create a method of tracking Head-of-Household wage jobs generated by new and expanding businesses locating in Tracy.	S. Burcham	3/21/17	On schedule and within Budget	COMPLETE 3/2017 City Council 5 Point Plan goal.
		1.a.3 Implement the Marketing & Outreach Program with a focus on events and promotion opportunities to attract businesses within Tracy's target industry group.	S. Burcham B. Harb V. Carrera	3/2018	On schedule and within Budget	COMPLETE 11/2017 PHASE I "Inside the Triangle" Working on PHASE II w/Tripepi Smith for FY 18/19
		1.a.4 Leverage marketing and outreach opportunities through regional organizations such as the San Joaquin Partnership, San Joaquin County and Team California. Participation may include co-op advertising in the Silicon Valley Business Journal / San Francisco Business Times, outreach through the Industrial Asset Management Council (IAMC) forum, the Society of Office and Industrial Realtors (SIOR) national conference, and Team California's Meet the Consultants Event.	A. Malik S. Burcham	6/2019	On schedule and within Budget	Ongoing.
		1.a.5 Update Economic Development website to incorporate business testimonials and video footage from the Mayor and local business leaders.	S. Burcham B. Harb V. Carrera	3/2018	On schedule and within Budget	COMPLETE 3/2018 Video Testimonials ED Stand Alone Website Scheduled to Go Live 10/2018
	1.b. Pursue Bay Area companies and industries with growth and expansion potential.	1.b.1 Create, promote and implement the strategy resulting from the "Business Attraction of Technology Industry" study.	A. Malik S. Burcham	3/2018	On schedule and within Budget	COMPLETE 1/2018
		1.b.2 Expand relationships with Bay Area brokers, industry groups and corporate real estate representatives through participation in Bay Area events and monthly visits to bring awareness of the opportunities in Tracy. A minimum goal of 48 Bay Area visits will be achieved during the Strategic Priority FY 17/18 & FY 18/19.	A. Malik S. Burcham	6/2019	On schedule and within Budget	Ongoing.
		1.b.3 Collaborate with Prologis to develop a concept and opportunities to implement a fiber optic strategy at the International Park of Commerce for the purpose of attracting technology and innovation based industries.	A. Malik S. Burcham R. Armijo	6/2018	On schedule and within Budget	Ongoing to meet Construction Demands
		1.b.4 Support transportation services that enhance connectivity to the Silicon Valley and Bay Area (i.e. ACE, RTD, BART, etc.).	R. Bradley E. Lovell	6/2019	On schedule and within Budget	Ongoing RTD, Light Rail



Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
	1.c. Foster existing business relationships to support the overall update and expansion of employment opportunities.	1.c.1 Conduct two (2) outreach visits to Tracy businesses each month to keep a pulse on local business environment.	S. Burcham B. Harb	06/2019		Ongoing
		1.c.2 Utilize the "Executive Pulse" database to record business visitations and to facilitate internal and external resources needed to support local businesses, including: the Grow Tracy Fund, Tracy Incentive Programs, SJC Revolving Loan Fund, Higher Education, Workforce Training, etc.	S. Burcham B. Harb	6/2019		Ongoing. Working with Chmbr on Ind Round Tbl. Contracted w/SJC EDA for BRE Services
		1.c.3 Coordinate with the Tracy Chamber of Commerce to host a series of workshops and events aimed at educating small business owners in areas such as leadership, marketing, financial management, social media, etc. Target goal will be to hold 12 workshops and events for Strategic Priorities FY 17/18 & FY 18/19.	S. Burcham B. Harb	06/2019		Ongoing. Working with Chmbr on Ind Round Tbl.
		1.c.4 Explore opportunities to expand the financing capacity of the Grow Tracy Fund to assist small businesses.	B. Harb	6/2018		
	1.d. Enhance the development process for predictability and transparency.	1.d.1 Update Development Infrastructure Master Plans related to residential and non-residential growth to ensure adequate infrastructure is available to facilitate development.	R. Armijo	7/2018		
		1.d.2 Utilize the Development Review Team (DRT) bi-monthly meetings to address questions from all departments on current applications under review.	V. Lombardo	6/2019		Complete. DRT meetings have been established every two weeks, pending applicant requests. Meetings are conducted every other Monday with all reviewing City Departments invited to attend.
		1.d.3 Expand customer survey methods, such as online, to capture maximum applicant feedback on the development and permitting processes in order to ensure continuous improvement.	B. Dean K. Jorgensen R. Armijo	3/2018		An online customer survey for Development Services has been designed and is pending approval Division managers. This survey will appear on the individual web pages for the Code Enforcement, Building Safety, Economic Development, Engineering and Planning Divisions.
		1.d.4 Amend Master Professional Services Agreements to streamline internal administrative procedures as a means to more quickly respond to developer requests and initiation of technical studies required for development applications.	B. Dean	10/2017		City Council 5 Point Plan goal. Planning contracts amended 7/19/16 & Engineering contracts amended 9/19/17.
	1.f. Support mixed use housing projects that afford Tracy's workforce.	1.f.1. Hold workshop with Council to define, discuss and explore housing opportunities for Tracy's workforce.	A. Malik	09/2018		




-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
	workforce the opportunity to live in Tracy.	1.f.2. Encourage affordable by design housing developments, such as the West Side Market's proposed smaller residential units of 400 - 800 square feet.	A. Malik	06/2019		Ongoing
2. Attract Retail, Hotel, and Entertainment Uses that Offer Residents Quality Dining, Shopping, and Entertainment Experiences.	2.a. Focus recruitment efforts on quality retailers who meet the desires of the community from the hotel, restaurant, shopping, and entertainment industries.	2.a.1 Facilitate an annual online community survey in an effort to keep abreast of the community's desires related to dining, shopping, and entertainment experiences.	B. Harb	6/2019		Ongoing. Annually.
		2.a.2 Monitor current retail vacancies and proposed new retail areas quarterly and develop a tenant mix for both long and short-term positioning, including a list of "Tier 1 - Stretch Retailers" and "Tier 2 Retailers" based upon the City's community/demographic profile, space available, desired tenants (those identified in 2.a.1.), and competitive supply.	B. Harb Consultant	6/2019		Ongoing. Annually.
		2.a.3 Utilize the retail positioning information identified in 2.a.2. and work directly with property owners and managers, real estate brokers, and retailers to recruit them to specific projects through letter writing campaigns, emails, and direct meetings.	B. Harb Consultant	6/2019		Ongoing.
		2.a.4 Market the revised Retail Incentive Programs (Res. 17-061) to attract unique retailers to all areas of the City.	S. Burcham B. Harb	6/2019		Ongoing.
	2.b. Increase the entertainment and recreational opportunities and events that draw people into Tracy.	2.b.1 Develop and implement a marketing and outreach campaign to attract a regional sports and entertainment opportunities.	B. MacDonald	6/2019		Ongoing
		2.b.2 Continue marketing strategy to attract new hotel developers/operators to enhance amenities not currently offered by existing Tracy hotels.	S. Burcham B. Harb	6/2019		Ongoing
		2.b.3 Collaborate with leadership of West Valley Mall to develop a conceptual strategy focused on enhancing opportunities to attract retail entertainment/destination uses that will compliment the Mall, Legacy Fields and the I-205 retail corridor.	A. Malik S. Burcham B. Harb	3/2019		Ongoing
	2.c. Develop partnerships and resources to enhance and expand existing businesses.	2.c.1 Secure and administer CDBG funding from FY17-18 and FY18-19 to fund a Downtown Façade Improvement Program. Target marketing efforts to property owners, business owners, and brokers.	S. Burcham B. Harb	6/2019		Complete & Ongoing
		2.c.2 Partner with the Tracy Chamber of Commerce, West Valley Mall, and TCCA to develop a Shop Local marketing piece for the holiday season(s).	S. Burcham B. Harb	11/2018		Complete
		2.c.3 Support successful development partner/tenant(s) for the City-owned Westside Market building.	B. Harb	6/2018		Ongoing
3. Support Higher Education and Vocational Training in the City of Tracy.	3.a. Implement Notre Dame de Namur University Partnership Opportunity Plan.	3.a.1 Provide opportunities to market NDNU to local businesses and surrounding communities.	S. Burcham V. Carrera	6/2019		City Council 5 Point Plan goal. Ongoing efforts.
	3.b. Support efforts to develop and implement a communication and outreach strategy to promote	3.b.1 Hold workshop to define synergy and roles between the Tracy Consortium for Higher Education, NDNU and the City of Tracy to maximize our efforts to secure NDNU in Tracy.	S. Burcham V. Carrera	6/2018		

- On schedule and within Budget
- Behind schedule or exceeding Budget
- Stopped - No Progress




ATTACHMENT "D"

Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
	the importance and benefits associated with higher education in the community.	3.b.2 Facilitate introduction of higher education resources to NDNU including educational collaborative between UOP, CSU-Stanislaus, Delta College, Tracy Unified School District and Jefferson Unified School District.	S. Burcham	12/2017		COMPLETE
	3.c. Support and market vocational training resources to new and existing businesses to enhance the skill set of our local labor market.	3.c.1 Participate as an Economic Development representative on the Workforce Development Board to connect businesses with education, training resources and vocational programs.	S. Burcham	06/2019		Ongoing
		3.c.2 Identify, market and refer resources and support agencies with vocational training programs such as: San Joaquin Delta College, all Tracy School Districts, San Joaquin County Office of Education and Corporation for Manufacturing Excellence (Manex), to meet the workforce needs of local businesses and those within our target industry list.	S. Burcham	06/2019		Ongoing
4. Position Tracy as the Preferred Location for Start-up Companies and Entrepreneurial Investment.	4.a. Build a support network for small business, start-up companies and entrepreneurs.	4.a.1 Identify resources and best practices to support the needs of local entrepreneurs and start up companies.	A. Malik S. Burcham	6/2019		
		4.a.2 Participate in local entrepreneur activities and collaborate with partner agencies (TIE, Tech Sprout, SJ Angels, etc.) to identify, direct and coordinate resources to meet the needs of local entrepreneurs.	A. Malik S. Burcham	6/2019		

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress

ATTACHMENT "D"

Goal	Objective	Proposed Actions/Tasks	Lead Staff	Due Date	Status	Comments
		4.a.3 Integrate Tracy's Technology & Innovation Based Industry Incentive into the Silicon Valley/Bay Area monthly marketing and outreach efforts as listed in work task 1.b.2 above.	A. Malik S. Burcham	3/2018		
	4.b. Enhance opportunities for Silicon Valley and Bay Area start-ups to present local industry with technology based products.	4.b.1 Host annual forum to introduce local companies to concepts developed by start-up companies that may enhance their business models. (ex. Food Processing, Construction, Medical Device, Ag Technology, Logistics, etc.)	S. Burcham	9/2018		
	4.c. Foster relationships with Silicon Valley, Bay Area industry groups, and business accelerators to identify, access and attract start-up companies.	4.c.1 Participate and build a network to leverage the knowledge and resources offered by Silicon Valley industry groups, such as the Bay Area Council, TIE Silicon Valley, California Technology Council, etc.	A. Malik S. Burcham	06/2019		ONGOING
		4.c.1 Meet quarterly with Lawrence Livermore Lab representatives of the "Open Campus" concept to leverage opportunities for Tracy to foster the next phase of start-up ventures.	A. Malik S. Burcham	06/2019		ONGOING

-  On schedule and within Budget
-  Behind schedule or exceeding Budget
-  Stopped - No Progress



City Council Strategic Priority Update



October 16, 2018

FY 17-18 & FY 18-19

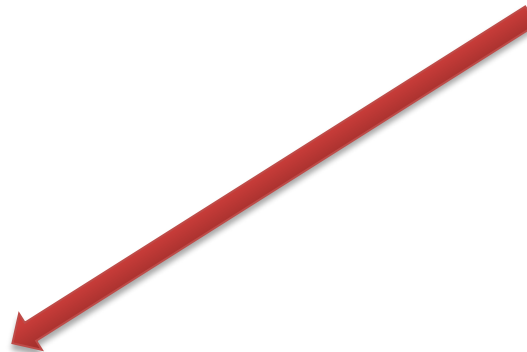
BACKGROUND



City Council



City Manager



Strategy Teams



Council Approval

FY 2017-2019 STRATEGIC PRIORITIES *OVERVIEW*



PUBLIC SAFETY



QUALITY OF LIFE



GOVERNANCE



ECONOMIC DEVELOPMENT



Strategic Priority: Public Safety

Presented by: Sgt. Octavio Lopez





PUBLIC SAFETY



Purpose: To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education and offering prevention, intervention and suppression services that meet the needs of Tracy residents.

GOAL 1

Partner with and Engage the Community to Address Public Safety Concerns.

OBJECTIVES

1. Increase communication with residents regarding crime prevention and fire safety.
2. Establish partnerships with business owners to address and educate on current trends in public safety.
3. Identify and engage commercial property owners regarding crime prevention and fire safety.
4. Enhance community engagement through volunteer opportunities.

GOAL 2

Align Fire Operations to Match the Needs of the Community.

OBJECTIVES

1. Develop a proactive response to emergency medical response and County related policies.
2. Bring Fire Prevention under the purview of the Fire Department.
3. Develop an implementation plan consistent with the Tracy Fire Standards of Coverage.

GOAL 3

Enhance Citywide Disaster Preparedness.

OBJECTIVES

1. Update existing Citywide emergency safety and evacuation plan and related infrastructure.
2. Develop and implement a community education program to prepare and respond to man-made and natural disasters.

GOAL 4

Promote Traffic Safety.

OBJECTIVES

1. Increase public awareness of traffic safety issues specific to Tracy.
2. Implement a data-driven traffic enforcement campaign.



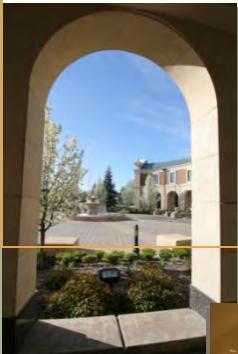
PUBLIC SAFETY

Work Plan Highlights:

- △ Community outreach efforts. E.g. academies
- △ Fire Department – operational alignment.
- △ Disaster preparedness training and update of Emergency Operations Center.
- △ Ongoing use of collision and crime analysis to better deploy traffic-focused resources.



Questions & Answers





Strategic Priority: Quality of Life

Presented by: Brian MacDonald





City Council Strategic Priorities
2017-2019



QUALITY OF LIFE

Purpose: To provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

GOAL 1

Address City Amenities and Facility Usage with an Emphasis on Community Demand, Accessibility, and Cost Recovery.

OBJECTIVES

1. Identify amenities in demand based on community feedback.
2. Develop plan to complete existing approved projects, such as: Legacy Fields, Aquatics Center, Senior Center expansion, Tracy Community Center renovation, and Boyd Service Center renovation.
3. Explore cost recovery opportunities to protect and preserve our current amenities.
4. Update community MOU policies and procedures.

GOAL 2

Promote Public Health, Safety and Community Welfare throughout the Community.

OBJECTIVES

1. Reduce the number of blighted property conditions.
2. Address community concerns regarding homelessness.
3. Promote awareness of unsafe living conditions.

GOAL 3

Cultivate Community Engagement through Digital and Traditional Communication Means.

OBJECTIVES

1. Explore opportunities to promote the City's brand through various marketing and communication activities.
2. Enhance methods of informing and engaging the community on City related projects, programs and events.

GOAL 4

Engage in Efforts to Enhance Community Aesthetics.

OBJECTIVES

1. Develop design goals and development standards, specifically for buildings and landscape, for the I-205 corridor, Northeast Industrial and Industrial Specific Plan Areas.
2. Develop and implement an improvement plan for City landscape areas.
3. Explore opportunities to enhance the appearance of City landmarks or points of entry through marketing and the built environment.

GOAL 5

Improve current recreational, cultural arts and entertainment programming and services to reflect community interests and demands.

OBJECTIVES

1. Develop recreational, cultural arts, and entertainment programs and services that reflect community demographics, evaluation feedback, and trends.

Customer Service

Honesty

Excellence

Respect

Innovation

Stewardship

Hospitality



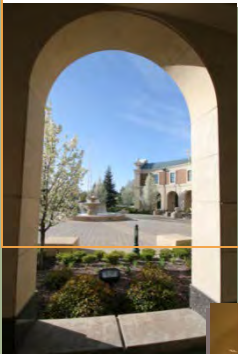
QUALITY OF LIFE

Work Plan Highlights:

- △ Community Center renovation project complete
- △ Senior Center expansion project underway
- △ Legacy Fields Phase 1 in progress
- △ Conceptual design for Aquatics Center approved
- △ Discussions underway for a Multi-Gen Rec Center
- △ Adopted ordinances that target blight
- △ Enhanced digital communication outreach
- △ Landscape and park improvements
- △ Fall 2018 Arts & Recreation programming



Questions & Answers





Strategic Priority: Governance

Presented by: Ed Lovell





City Council Strategic Priorities
2015-2017

GOVERNANCE



Purpose: To retain and attract new talent, enhance fiscal stability, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

GOAL 1

Further Develop an Organization that Attracts, Motivates, Develops and Retains a High Quality, Engaged, Informed and High Performing Workforce.

OBJECTIVES

1. Develop an organizational Succession plan.
2. Update Five Year Staffing Plan.
3. Re-implement internal employee development initiatives.

GOAL 2

Ensure continued Fiscal Sustainability through Financial and Budgetary Stewardship.

OBJECTIVES

1. Initiate department-wide review and update of financial policies and procedures.
2. Present quarterly fiscal updates to City Council and semi-annual revenue projections for TIMP and Program Fees.
3. Identify new revenue opportunities.
4. Identify opportunities to reduce expenditures.
5. Identify fiscal sustainability programs.

GOAL 3

Identify Technological Resources to Promote Communication, Enhance City Services, and Promote Organizational Productivity.

OBJECTIVES

1. Research and implement mechanisms to improve interdepartmental communication.
2. Identify and implement methods to improve organizational productivity.
3. Implement additional Enterprise Resource Planning software modules.



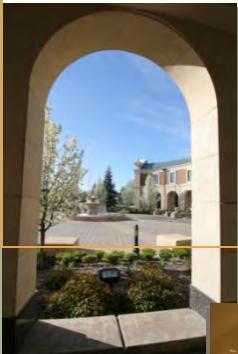
GOVERNANCE

Work Plan Highlights

- △ Succession plan effort.
- △ Employee development initiatives.
- △ Quarterly fiscal updates.
- △ Identify revenue opportunities.
- △ Identification of technology enhancements.
- △ Implement additional modules of Enterprise Resource Planning software to allow greater efficiency.



Questions & Answers

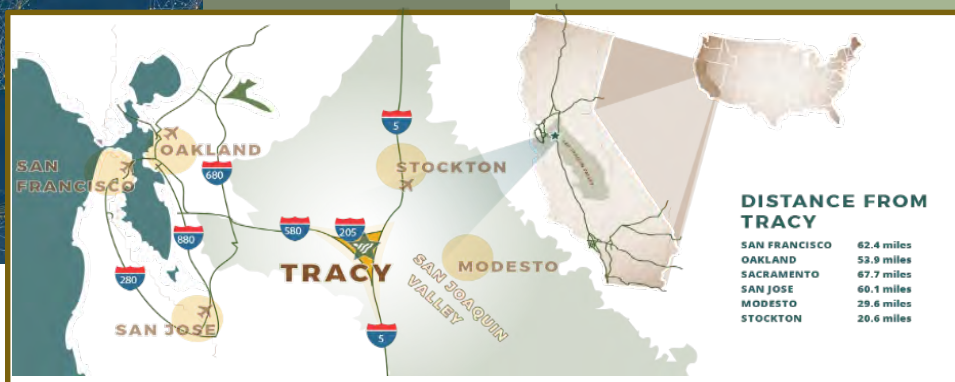




Strategic Priority: Economic Development

Presented by: Shelley Burcham

SAN JOAQUIN COUNTY
INTELLIGENCE REPORT





City Council Strategic Priorities 2017-2019



ECONOMIC DEVELOPMENT STRATEGY

Purpose: To enhance the competitiveness of the City while further developing a strong and diverse economic base.

GOAL 1

Attract Head-of-Household Jobs Reflective of the City's Target Industries and those that Best Match the Skill Sets of the Local Labor Force.

OBJECTIVES

1. Focus business attraction efforts on identified target industries and companies that offer Head-of-Household wages.
2. Pursue Bay Area companies and industries with growth and expansion potential.
3. Foster existing business relationships to support the overall update and expansion of employment opportunities.
4. Enhance the development process for predictability and transparency.
5. Support mixed use housing projects that afford Tracy's workforce the opportunity to live in Tracy.

GOAL 2

Attract Retail, Hotel, and Entertainment Uses that Offer Residents Quality Dining, Shopping, and Entertainment Experiences.

OBJECTIVES

1. Focus recruitment efforts on quality retailers who meet the desires of the community from the hotel, restaurant, shopping, and entertainment industries.
2. Increase the entertainment, recreational opportunities and events that draw people into Tracy.
3. Develop partnerships and resources to enhance and expand existing businesses.

GOAL 3

Support Higher Education and Vocational Training in the City of Tracy.

OBJECTIVES

1. Implement Notre Dame de Namur University Partnership Opportunity Plan.
2. Support efforts to develop and implement a communication and outreach strategy to promote the importance and benefits associated with higher education in the community.
3. Support and market vocational training resources to new and existing businesses to enhance the skill set of our local labor market.

GOAL 4

Position Tracy as the Preferred Location for Start-up Companies and Entrepreneurial Investment.

OBJECTIVES

1. Build a support network for small business, start-up companies and entrepreneurs.
2. Enhance opportunities for Silicon Valley and Bay Area start-ups to present local industry with technology based products.
3. Foster relationships with Silicon Valley, Bay Area industry groups, and business accelerators to identify, access and attract start-up companies.

Customer Service

Honesty

Excellence

Respect

Innovation

Stewardship

Hospitality

Work Plan Highlights

- △ Successful Marketing Campaign Phase I – “Inside the Triangle”
- △ “NEW” Economic Development Website – Live October 2018
- △ Successful Attractions – Small to Mid-Size Tech Businesses
- △ Support Transportation Services that enhance connectivity to the Silicon Valley and Bay Area
- △ Increasing broadband capacity for business attraction
- △ Promote higher education opportunities – NDNU, Humphreys, CSU
- △ Supporting and creation of vocational training resources to enhance skill set of our labor market.



Questions & Answers



AGENDA ITEM 7

REQUEST

APPROVE AN AMENDMENT TO THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN DEVELOPMENT FEE TO DECREASE IN FEE FOR 2019

EXECUTIVE SUMMARY

In 2001, the City began participating in the San Joaquin County Multi Species Habitat Conservation and Open Space Plan (SJMSCP) established by the San Joaquin Council of Governments (SJCOG, Inc.). The fees for participation in the plan were established in 2001, and updated in 2005, and annually from 2007 through 2018. Each participating local agency must adopt the SJMSCP and updated fees. Pursuant to the land sales comparables and the Consumer Price Index, the fees are proposed to be updated for collection starting January 1, 2019. The revised fees represent an overall 30.9 percent decrease from the fees collected in 2018.

DISCUSSION

Background

The San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) acts as a mechanism to streamline compliance with federal and state endangered species acts. The City adopted the plan in 2001 as a means to streamline the City development process. While participation is voluntary on behalf of developers, paying a fee to SJCOG, Inc., and having them administer the SJMSCP (procure easements, maintain preserves) enables the City to avoid costly and lengthy negotiations with the US and California Fish and Wildlife Service agencies.

In 2001, City Council approved a resolution authorizing the collection of a development fee for the SJMSCP. That fee was established in 2001, and subsequently updated in 2005, and annually from 2007 through 2018.

The formula for updating the fee was categorized into three distinct components to better calculate an accurate fee per acre [FEE = Category A (acquisition) + Category B (assessment & enhancement) + Category C (management & admin)]. The final mitigation fees (Table 1) reflect true costs in each category and other real costs associated to fulfill the goals of the plan.

Every five years SJCOG, Inc., the administrators of the SJMSCP, complete a financial analysis that examines and potentially updates the methodology used to calculate the fees.

Category A (acquisition) - Comparables

This category is directly related to land valuation based on comparables, which occur in specific zones of the plan. This category is evaluated on a yearly basis by taking all

qualified comparables in each zone, including SJCOG, Inc. easements, to set a weighted cost per acre using the same methodology as in the Financial Analysis Update in 2006 as amended in mid-2012 by the Habitat Technical Advisory Financial Sub-Committee and SJCOG, Inc. The SJCOG, Inc. easements are evaluated using the appraised value of the property in the before condition included with the fee title sales of other property occurring in San Joaquin County. The final weighted cost per acre of each zone is calculated into a blended rate under Category A (acquisition) figure for each habitat type.

The criteria to determine valid comparables used in the weighted calculation are:

1. All SJCOG, Inc. transactions (fee title and appraised value of unencumbered property)
2. Sales not less than 40 acres
3. Sales not greater than 640 acres (this has increased from 500 acres in previous years)
4. No parcels with vineyard or orchard (except SJCOG, Inc. transactions for special needs)
5. Must be land which would fulfill mitigation under the plan
6. Comparable sales reviewed by the Habitat Technical Advisory Financial Sub-committee
7. Not greater than 2 years old from the date of June 30th of each year with all acceptable comparables included (criteria 1-5). A minimum of 10 acceptable comparables are required for analysis. If the minimum of 10 transactions are not available, the time period will extend at 3 month intervals prior to the beginning date until 10 comparables are gathered.

The calculation results in a decrease to the Agricultural/Natural Habitat type of Category A component from \$15,062.00 to \$8,850.

Category B (assessment & enhancement) - Consumer Price Index

This category is an average of the California Consumer Price Index (CPI), as reported by the California Department of Finance, for a 12 month period following a fiscal year (July – June) to keep up with inflation on a yearly basis. The CPI has been deemed appropriate regarding the cost of inflation for this category. The California CPI calculation increased 3.9%. The total cost for Category B fees is also a function of the SJMSCP annual report data, which includes the acres remaining to be acquired and the number of years remaining in the permit term. With these factors calculated into the fee, the result is a 5.1 percent increase in this category.

The changes in this category include refined cost factors for biological site assessment and preserve enhancement and management planning.

1. Refined costs to better reflect the enhancement and restoration requirements of the SJMSCP.
2. The updated analysis redistributes preserve acres across the habitat types to more accurately reflect the range and types of natural lands preserves described in the adopted SJMSCP rather than all in riparian habitat classification.

The calculation results in an increase of the Category B component to be \$3,727, up from last year's \$3,547.

Category C (management & administration) - Consumer Price Index

The changes to this category include refined monitoring costs and updated management and administration costs that are based on actual SJCOG, Inc. expenditures incurred in these categories.

1. The update includes refinement to costs anticipated to be incurred once the term of the permit expires and assumes that the post permit costs will be lower than costs incurred during the permit term as many of the monitoring, reporting, and administrative compliance costs are not required post-permit.
2. Updates annual management, administrative, legal and other consultant costs associated with administration of the SJMSCP.
3. This category is an average of the California Consumer Price Index (CPI), as reported by the California Department of Finance, for a 12-month period following a fiscal year (July – June) to keep up with inflation on a yearly basis. The CPI has been deemed an appropriate measure to adjust the cost of inflation for this category. The California CPI calculation increased 3.9%.

The calculation results in an increase of the Category C component to be \$821.75, up from \$790.90 in 2018.

SJCOG, Inc. staff calculated the fees using the SJMSCP Financial Analysis formula model [FEE= Category A (acquisition) + Category B (assessment & enhancement) + Category C (management & Admin)] which is shown in Table 1 below. The overall result in the calculations was a decrease in the fees from 2018 to 2019.

Table 1 – Mitigation Fees to Be Adopted for 2018

Habitat Type	Category A	Category B	Category C	Total Fee	Rounded Fee*
Open Space	\$4,425.00	\$1,864.00	\$411.41	\$6,700.41	\$6,700
AG/Natural	\$8,850.00	\$3,727.00	\$821.75	\$13,398.75	\$13,399
Vernal Pool (grasslands)	\$37,259.00	\$14,814.00	\$2,503.33	\$54,576.33	\$54,576
Vernal Pool (wetted)	\$36,581.00	\$61,994.00	\$2,457.61	\$101,032.61	\$101,033

*rounded to the nearest dollar to be adopted and in place by January 1, 2019

All of the land within and adjacent to the current City limits are classified as Open Space or AG/Natural, as there are no vernal pools near the City of Tracy. The current (2018) per-acre fees in the relevant categories are \$9,701 per acre for Open Space, and \$19,400 for AG/Natural.

Monitoring Plan Funding:

Along with the annual index adjustment, the SJMSCP is required to monitor the plan to address funding shortfalls as stated in Section 7.5.2.1 of the plan. SJCOG, Inc. shall undertake an internal review of the SJMSCP funding plan every three years to evaluate the adequacy of each funding source identified in the plan, identify existing or potential funding problems, and identify corrective measures, should they be needed in the event of actual or potential funding shortfalls. This will be reported to the permitting agencies for review in Annual Reports. A review of the Financial Analysis Plan, similar to the process undertaken in the 2006, 2011 and 2016 reviews, will occur every five years to ensure the adopted methodology is fulfilling the goals of the plan.

FISCAL IMPACT

This agenda item will not require any specific expenditure of funds. All of the fees collected with each project will be applied toward the SJMSCP.

STRATEGIC PLAN

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

RECOMMENDATION

Staff recommends that the City Council approve, by adoption of a resolution, the amended development fees for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, as shown in the City Council resolution dated October 16, 2018.

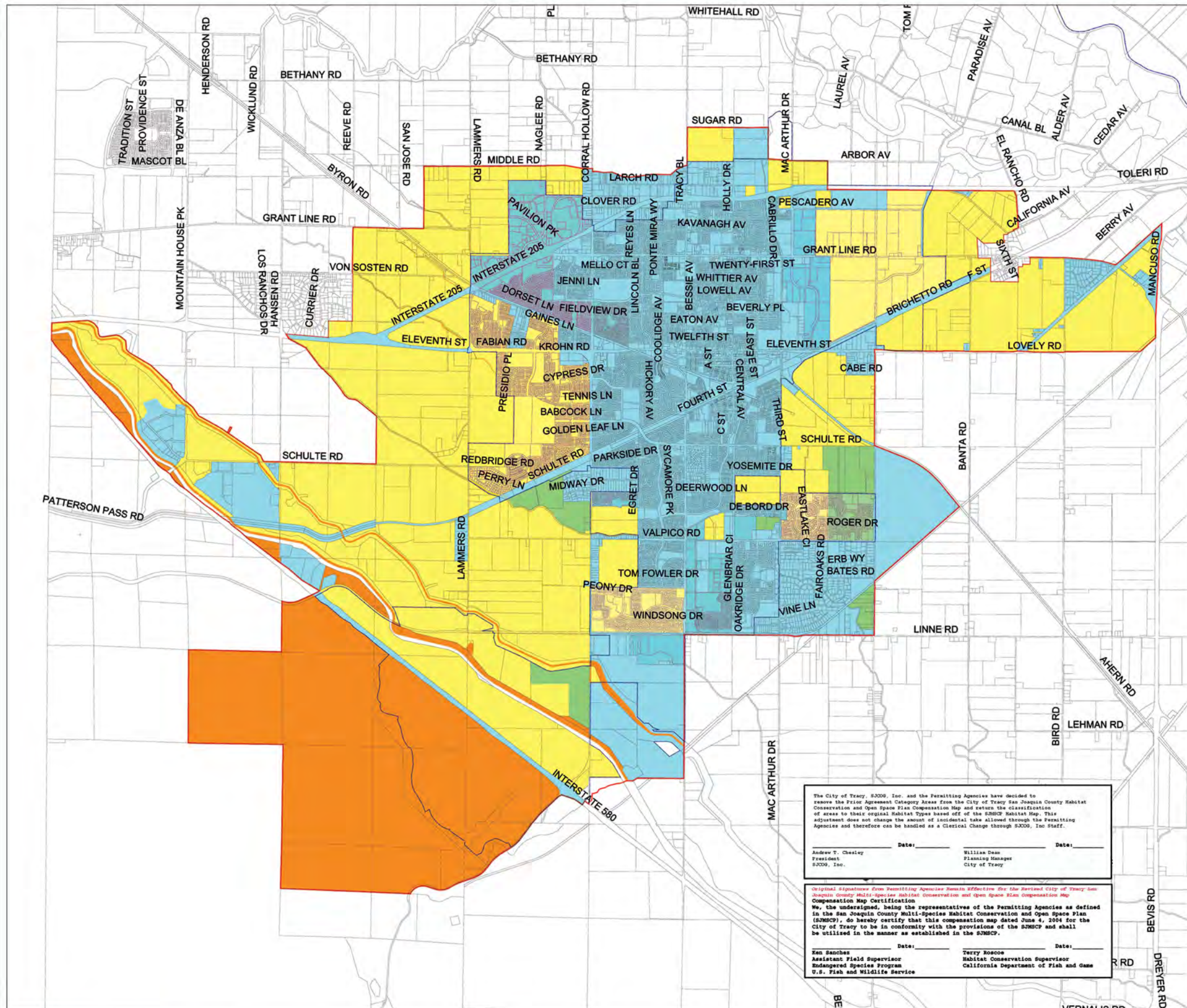
Prepared by: Victoria Lombardo, Senior Planner, City of Tracy
Steve Mayo, Senior Regional Planner, SJCOG

Reviewed by: Bill Dean, Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager
Midori Lichtwardt, Assistant City Manager

Approved by: Randall Bradley, City Manager

ATTACHMENTS

Attachment A – City of Tracy Land Category / Pay Zones Map



- LAND CATEGORY / PAY ZONES**
- CATEGORY A
EXEMPT
NO PAY ZONE
 - CATEGORY B
OTHER OPEN SPACES
PAY ZONE A
 - CATEGORY C
AG. HABITAT OPEN SPACES
PAY ZONE B (Agricultural)
 - CATEGORY D
NATURAL LANDS HABITAT
PAY ZONE B (Natural)
 - CATEGORY E
VERNAL POOLS
PAY ZONE C
- PLANNING AREA BOUNDARY**
- URBAN EXPANSION AREA
 - CITY LIMITS
 - PARCEL LINE

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan

The City of Tracy, 2006, Inc. and the Permitting Agencies have decided to remove the Prior Agreement Category Areas from the City of Tracy San Joaquin County Habitat Conservation and Open Space Plan Compensation Map and return the classification of areas to their original Habitat Types based off of the SJMSCP Habitat Map. This adjustment does not change the amount of incidental take allowed through the Permitting Agencies and therefore can be handled as a Clerical Change through SJ006, Inc Staff.

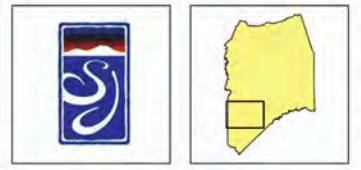
Date: _____ Date: _____
 Andrew T. Chesley, President, SJ006, Inc. William Dean, Planning Manager, City of Tracy

Original Signatures from Permitting Agencies Remain Effective for the Revised City of Tracy San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Compensation Map Certification

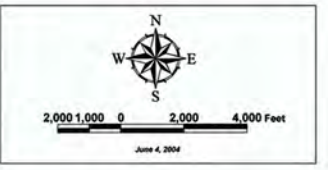
We, the undersigned, being the representatives of the Permitting Agencies as defined in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), do hereby certify that this compensation map dated June 4, 2004 for the City of Tracy to be in conformity with the provisions of the SJMSCP and shall be utilized in the manner as established in the SJMSCP.

Date: _____ Date: _____
 Ken Sanchez, Assistant Field Supervisor, Endangered Species Program, U.S. Fish and Wildlife Service Terry Roscoe, Habitat Conservation Supervisor, California Department of Fish and Game

CITY OF TRACY COMPENSATION MAP (REVISED MARCH 2006)



San Joaquin Council of Governments
 555 East Weber Avenue
 Stockton, CA 95202



RESOLUTION 2018-_____

ADOPTING AMENDED DEVELOPMENT FEES FOR THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN

WHEREAS, In 2001, the City Council of the City of Tracy adopted Resolution No. 2001-396 to establish the authority for collection of a Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for all new developments pursuant to the SJMSCP within the City of Tracy, and

WHEREAS, A "Fee Study" dated July 16, 2001, was prepared which analyzed and identified the costs, funding, and cost-benefit of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan, and

WHEREAS, The purpose of the SJMSCP Development Fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Tracy and in San Joaquin County, and

WHEREAS, After considering the Fee Study and the testimony received at the public hearing, the Tracy City Council approved said report; and further found that the future development in the City of Tracy will need to compensate cumulative impacts to threatened, endangered, rare and unlisted SJMSCP Covered Species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial Open Space uses, and

WHEREAS, Updated Fee Studies which analyzed and identified the costs and funding of the SJMSCP were adopted in 2011 and 2016, and the Tracy City Council approved updated SJMSCP Development Fees annually since 2006, and

WHEREAS, The current SJMSCP Development Fee for open space lands is \$9,701 an acre for the year 2018 due to annual adjustments consistent with the SJMSCP, and

WHEREAS, The current SJMSCP Development Fee for natural lands and agricultural lands is \$19,400 an acre for the year 2018 due to annual adjustments consistent with the SJMSCP, and

WHEREAS, The updated fee per acre for open space lands as adjusted pursuant to land sale comparables and the Consumer Price Index for the year 2019 is \$6,700, and

WHEREAS, The updated fee per acre for natural lands and agricultural lands as adjusted pursuant to land sale comparables and the Consumer Price Index for the year 2019 is \$13,399, and

WHEREAS, To ensure that the SJMSCP development fees keep pace with inflation, annual adjustments, based on the method set forth in this resolution, shall be made to the fees annually, and

WHEREAS, The Updated Fee Study with the SJMSCP and the fee amendment were available for public inspection and review in the office of the City Clerk for more than 10 days prior to the date of this Public Hearing;

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council finds and declares that the purposes and uses of the Development Fee, and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed, are all established in Resolutions 2001-050 and 2007-021, and remain valid, and the City Council therefore adopts such determinations.
2. The City Council finds and declares that since adoption of Resolutions 2001-050 and 2007-021, the cost of land has changed in San Joaquin County and that in order to maintain the reasonable relationship established by Resolutions 2001-050 and 2007-021, it is necessary to adjust the Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan.
3. The City Council adopts a Development Fee for open space in the amount of \$6,700 an acre, as adjusted pursuant to land sale comparables and the Consumer Price Index, as shown in Exhibit 1 attached hereto.
4. The City Council adopts a Development Fee for natural lands and agricultural land in the amount of \$13,399 an acre as adjusted pursuant to land sale comparables and the Consumer Price Index, as shown in Exhibit 1 attached hereto.
5. The City Council adopts a Development Fee for vernal pool habitat and multi-purpose open space conversion in an amount consistent with the table identified in Exhibit 1 and attached hereto.
6. The Fee provided in this resolution shall be effective on January 1, 2019, which is at least sixty days after the adoption of this resolution.

The foregoing Resolution 2018-_____ was adopted by the Tracy City Council on the 16th day of October 2018, by the following vote:

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

MAYOR

ATTEST:

CITY CLERK



SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

Robert Rickman
CHAIR

Doug Kuehne
VICE CHAIR

Andrew T. Chesley
PRESIDENT

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

2019 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	\$6,700
Natural	\$13,399
Agriculture	\$13,399
Vernal Pool - uplands	\$54,576
Vernal Pool - wetted	\$101,033

* Effective January 1, 2019 – December 31, 2019

2019 Endowment Fees with In-lieu Land**

Type of Preserve	Enhancement Cost/acre	Land Management Cost/acre	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	\$3,727.00	\$821.75	\$4,548.75
Natural Lands	\$3,727.00	\$821.75	\$4,548.75
Vernal Pool Habitat			
<i>Vernal Pool Grasslands</i>	\$14,814.00	\$2,503.33	\$17,317.33
<i>Vernal Pool Wetted</i>	\$61,994.00	\$2,457.61	\$64,451.61

** Effective January 1, 2019 – December 31, 2019 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C) based on impacted acres.

VELB Mitigation

A special fee category shall apply when removal of the Valley Elderberry Long-horned Beetle (VELB) habitat of elderberry shrubs occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is \$1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.

AGENDA ITEM 8

REQUEST

APPROVE FINANCING PLAN FOR THE CONSTRUCTION OF FIRE STATIONS 94, 95, 97, AND 99; ADOPT POLICY FOR INTERFUND LOANS; AND APPROVE INTERFUND LOANS FROM THE GENERAL FUND AND INTERNAL SERVICES-EQUIPMENT REPLACEMENT FUND TO THE MASTER PLAN-PUBLIC SAFETY (FIRE) FUND

EXECUTIVE SUMMARY

The South San Joaquin County Fire Authority (SSJCFA) has adopted a Standards of Cover Study that identified the addition of two new stations and the relocation to two existing station to meet the population and call demands for the City and Rural District areas. While the City has adopted fees through the Master Plan-Public Safety (FIRE) fees to fund the design construction and equipment of these stations, those fees are assumed to be collected over the next 10-20 years. As a result, the fees collected and/or advanced from the developers are insufficient for current construction needs. Staff is requesting approval a financial plan for the fire stations, which includes the Interfund Loans from the General Fund and the Internal Services-Equipment Replacement fund to the Master Plan-Public Safety (FIRE) fund, including the terms of the repayment.

Staff is asking for approval of an Interfund Loan Policy in conjunction with this request.

DISCUSSION

Since 1999, the City has provided fire protection services in coordination with the Tracy Rural Fire Protection (Rural District) through a joint powers authority (JPA) formed by agreement. From 1999 until July 1, 2018, that JPA was the South County Fire Authority (SCFA). The SCFA has dissolved and now the City and Rural District are Member Agencies of the South San Joaquin County Fire Authority (SSJCFA). The SSJCFA provides fire protection and emergency medical services within City limits, as well as, those areas within the Rural District's jurisdiction.

The SCFA commissioned a Standards of Cover Study ("SOC Study") completed by Citygate Associates, LLC (March 2017) which recommended modifying the placement of fire stations throughout the City and Rural District's boundaries in order to meet response time standards in light of growth and development patterns. In June 2017, Council accepted the Study and its recommendations.

In addition to the SOC Study, the City's General Plan contains guidance and policies regarding the provision of fire protection and emergency medical services. The General Plan includes objectives to ensure that adequate related facilities to meet future growth are provided and funded (Objective PF-1.1, P1). The Objective also requires that the City updates the master plans and development impact fees on a regular basis; including the establishment of a citywide Community Facilities District that facilitates the funding of public facilities and public services in perpetuity by new development by

establishing an annual tax. The City's General Plan policies promote coordination between land use planning and fire protection (Objective PF-1.2).

In 2013, the City Council adopted the "Citywide Public Safety Master Plan." This plan created the nexus for development impact fees to mitigate the impact of new development on public safety facilities (Public Safety Fees). These impact fees are collected from all new development at building permit issuance or another date as agreed to by the City; including areas annexed into the City, but not detached from the Rural District. These "overlapping areas" remain under the District's service area. Fire Stations within overlapping areas of the City and District are owned and operated by the District in accordance with the SSJCFA JPA Agreement. Per the agreement, the District is responsible for funding the operations, equipment, and maintenance of these stations. One of the unique characteristics of the Public Safety Impact Fee is that after a certain population density, a fire station must be in place to meet increased demands. As a result, the City has typically entered into development agreements that require that developers advance to the City the full cost of the construction. However, the fee is calculated over a larger geographical area that may take several years (20 plus years) before the total fees are collected from all developers. This time lag creates a structural deficit that must be addressed in the short-term through the advancement of City funds (loans between funds), which requires that the City have a plan or policy in place to address the repayment of these advances over time as discussed further below.

Proposed Financing Plan

Station 94 (IPC)

Station 94 is a pre-existing station located at W. Schulte Road owned and operated by the Rural District that will be relocated north of its current location to optimally serve the Prologis International Park of Commerce (IPC) and the Patterson Pass Business Park under the new standards of coverage contained in the Study. Prologis has agreed to advance their payment of Public Safety Fees for this project of \$4.25M. The estimated total cost of construction is \$5M. The difference between the fees and construction costs should come from contributions from the Rural District related to the prior coverage assumption of the existing fire station. Design and construction is estimated to start in 2019 and is expected to take two years to complete. The existing Station 94 will remain open during this period. Once open, the apparatus and equipment from the existing station would move over from the current station.

Station 95 (Tracy Hills)

Station 95 is a new station located within Tracy Hills north of I-580 that will be owned and operated by the Rural District. This station will cover the south developing area of the City. Tracy Hills will advance \$5.5M of their Master Plan Safety Fees to design and construct the building. The total cost of Station 95 is estimated at \$6.6, which includes the purchase of new apparatus and equipment for this station. The purchase of the apparatus will be funded through an advance (loan) from the City's Equipment fund and repaid from future Master Plan Public Safety Fees from development. Design of Station 95 has been completed and is under review. Construction is estimated to start 2021 and is expected to take one year to complete. This timeline will require an amendment to the Tracy Station 95 Fire Station First Implementation Agreement; staff will return to Council on a later date with that item.

Station 97 (Valpico)

Station 97 is a preexisting station located on Central Avenue, but is planned to be relocated along Valpico Road, south east of its current location. It will be owned and operated by the City. The relocation of Station 97 will better serve development to the south as well as existing rural areas currently within the Rural Fire District. The City has collected \$4.5M in Public Safety Fees from various core areas of the City. The estimated total cost of land and construction is \$5.5M. The delta between the fees and construction costs will come from contributions from the City's General Fund related to the prior coverage assumption of the existing fire station. Design and construction is estimated to start in 2019 and is expected to take two years to complete. The existing Station 97 will remain open during this period. Once open, the apparatus and equipment from the existing station would move over from the current station. Staff has considered the sale of the existing station as part of the City's contribution to funding Station 97.

Station 99 (Ellis/Avenues at Valpico)

Station 99 is a new station located near Ellis and the proposed development of the Avenues that will be owned and operated by the Rural District. This station will cover the middle developing area of the City's sphere of influence, west of Coral Hollow and east of Lammers Road. The total cost of Station 95 is estimated at \$6.6M, which includes the purchase of new apparatus and equipment for this station. The City has entered into an agreement for the developer of Ellis and Avenues to advance \$1.1M in Public Safety fees and the remaining fees will be collected from various developments located within the geographical area of coverage under a long horizon period. The purchase of the apparatus will be funded through an advance (loan) from the City's Equipment fund and repaid from future Master Plan Public Safety Fees from development. Design and construction is estimated to start in 2019 and is expected to take two years to complete.

Unlike Station 94 and Station 95, Station 99 has various parcels and property owners only some of which are currently under development. The expected timeline for development of this geographical area is 10-20 years. However, based upon the SOC Study, sufficient development has occurred to trigger the need to construct the fire station. To proceed with the construction, staff is recommending an advance from the General Fund fees using Public Benefit fees to cover the construction cost and repay the General Fund from Master Plan Public Safety impact fees received as the area is developed.

As a General Fund revenue, Public Benefit fees are paid by developers in conjunction with a development agreement, but whose purpose is discretionary to the City Council. The City is expected to collect \$5M in Public Benefit fees from Tracy Hills within the next 24 months in accordance with their development agreement. Although these fees are discretionary to the City Council, Tracy Hills would prefer that the fees are used for a public facility improvement. This intention allows Tracy Hills to request reimbursement through their Community Facilities District (CFD). Previously, the City Council discussed various community parks as potential recipients of these fees; including improvements to either of the two Tracy Hills' community parks. However, no formal City Council action was taken. Tracy Hills recognizes that the community parks in their Specific Plan have a 10-20 year horizon. Staff recommends earmarking the repayment of the General Fund Public Benefit fees for use in the City's community parks, including Tracy Hills's parks, as a pay-as-you-go funding option. By using the General Fund monies for Station 99,

Tracy Hill's meets the requirement for the CFD reimbursement. In addition, the expected repayment of these fees through Public Safety fees aligns with the timeline of the Tracy Hills' community parks' improvements.

Interfund Loan Policy and Prioritization of Reimbursement of City funds

In recent discussions between staff and developers regarding impact fee advances and reimbursement agreements, it was noted that the City would benefit from adopting a policy on Interfund Loans and the prioritized repayments. In some areas, both the developer and/or the City have advanced payment, as well as developer reimbursement agreements, to allow for the acceleration of infrastructure improvements. This has occurred in accelerated construction of roadways, utilities, City Hall and now, fire stations. Given that many of the City's advances are tied to utilities, developer impact fees, or various taxes that may impact a fiduciary duty to the rate or taxpayers, staff has recommended adopting a policy that prioritizes repaying the City's advances first over other advances. This has been incorporated into an Interfund Loan Policy that has been presented for City Council consideration (Attachment A). This universal policy would be the benchmark for all discussions with developers and would encourage consistency in fund advances and developer reimbursement agreements.

Interfund Loan for Construction of Tracy Rural Fire Stations

Three of the four fire stations discussed above will be located within the Tracy Rural Fire District boundaries (Station 94, 95, and 99) and; therefore, will be owned and operated by the District in accordance with the SCFA dissolution agreement. Per Section 4.b. of the agreement, for fire stations in overlapping jurisdiction areas, the City and the Rural District "agree that the Rural District shall own and operate all fire stations that are currently located or will be located in overlapping jurisdictions areas. If District ceases to operate a Fire Station the Fire Station will revert back to City at no cost.

As previously stated, the City has adopted fees, "Citywide Public Safety Master Plan," which created the nexus for development impact fees for public safety facilities. Funds for future infrastructure will be generated from impact fees as indicated in the Citywide Public Safety Master Plan, collected by the City and passed through to the Rural District that are attributable to mitigating the impact of new development on fire facilities located in the overlapping areas. As a result, the City is expected to transfer the Public Safety Fees collected for the three stations as outlined above in the financing plan to the Rural District.

The timeline for the City's Master Plans is a rolling 30-year update. At least every five years, the Development Services Department is required to update the fees to reflect the infrastructure that was built or needs to be built and apportions that to the potential development within the City's sphere of influence. The stations listed above are part of that rolling 30-year timeline, but their service levels are in demand today. As a result, these areas will generate credits and reimbursements in Master Plan Public Safety Fees over that similar timeline. As an example, Tracy Hills will construct a fire station in 2021, which is 2 years into their Specific Plan build out. However, the Specific Plan build out timeline is 10-20 years. Those credits will be tied to future fees until they net to zero at full build out.

However, even with the advances from the developers, because the assumption for collection of the fees is over a long time horizon, there remains a funding shortfall. Staff

has proposed an interfund loan in the funding plan and has proposed the following terms.

1. Loan from Internal Services-Equipment Replacement Fund (reserves) to Master Plan-Public Safety (FIRE)
 - a. Loan is only for the purchase of apparatus and equipment for Station 95 and Station 99; not to exceed \$2,000,000
 - b. Interest rate is 1.5% as of 6/30/18 and are assumed for full term.
 - c. The period term is 20 years and payments will be interest only with principal payments each 4th fiscal year until repaid in full. It is understood that repayments will be made using transfers identified in the amortization schedule.
 - d. Repayment amount in any year may be changed by approval of the City Council or may be accelerated per the Interfund Loan Policy based upon developer fees collected in the Master Plan-Public Safety (FIRE) Fund.
 - e. The Internal Service-Equipment Replacement takes first position and shall hold this position on funds collected over all other expenses until fully repaid.
 - f. The Master Plan-Public Safety (FIRE) will be updated to reflect the actual costs and interest payments until loan is fully repaid.

2. Loan from General Fund (Public Benefit Fee) to Master Plan-Public Safety (FIRE)
 - a. Loan is for the construction of Station 99; not to exceed \$5,000,000; Station 95, 94, and 97 may use any unused portion of the not to exceed \$5,000,000 original loan, if needed, without further City Council approval.
 - b. Interest rate is 1.5% as of 6/30/18 and are assumed for full term.
 - c. The period term is 20 years and payments will be interest only with principal payments each 4th fiscal year until repaid in full. It is understood that repayments will be made using transfers identified in the amortization schedule.
 - d. Repayment amount in any year may be changed by approval of the City Council or may be accelerated per the Interfund Loan Policy based upon developer fees collected in the Master Plan-Public Safety (FIRE) Fund.
 - e. The General Fund takes second position and shall hold this position on funds collected over all other expenses until fully repaid.
 - f. The Master Plan-Public Safety (FIRE) will be updated to reflect the actual costs and interest payments until loan is fully repaid.
 - g. The repayment of the \$5,000,000 to the General Fund will be earmarked for City community park improvements, including Tracy Hills' two community parks.

STRATEGIC PLAN

This agenda item supports Goal 2 and Objective 2.C of the Governance strategic priority:

Goal 2.Ensure Continued Fiscal Sustainability through Financial and Budgetary Stewardship

FISCAL IMPACT

Station	Estimated Cost of Station	Estimated Cost of Equipment	Total Cost	Developer Advances	Other Fees Collected	Future Developer Fees	Start	Complete
Station 94	5,000,000	-	5,000,000	4,250,000	-	(750,000)	2019	2021
Station 95	5,600,000	1,000,000	6,600,000	5,500,000		(1,100,000)	2021	2022
Station 97	5,500,000	-	5,500,000		4,500,000	(1,000,000)	2019	2021
Station 99	5,500,000	1,000,000	6,500,000	1,100,000	250,000	(5,150,000)	2019	2021
	<u>21,600,000</u>	<u>2,000,000</u>	<u>23,600,000</u>	<u>10,850,000</u>	<u>4,750,000</u>	<u>(8,000,000)</u>		
General Fund Advance (interfund loan)						5,000,000		
Equipment Fund Advance (interfund loan)						2,000,000		
Local Contribution (Rural and City)						<u>1,000,000</u>		

RECOMMENDATION

1. Approve the Financing Plan for the construction of Stations 94, 95, 97, and 99; and the purchase of apparatus and equipment for Stations 95 and 99.
2. Approve Interfund Loan Policy for the City of Tracy.
3. Approve Interfund Loan from the General Fund and Internal Service-Equipment Replacement Fund to the Tracy Master Plan-Public Safety (FIRE) and approve the terms and amortization schedule to repay these Interfund Loans.

Prepared by: Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager
 Thomas Watson, City Attorney

Approved by: Randall Bradley, City Manager

ATTACHMENTS:

- Attachment A – Finance Planning for Fire Stations
- Attachment B – Interfund Loan Policy
- Attachment C – Interfund Loan from Equipment Replacement Fund to TIMP Public Safety (Fire)

FINANCING PLAN FOR FIRE STATIONS
CITY COUNCIL MEETING 10/02/2018

Station	Estimated Cost of Station	Estimated Cost of Equipment	Total Cost	Developer Advances	Other Fees Collected	Future Developer Fees	Start	Complete
Station 94	5,000,000	-	5,000,000	4,250,000	-	(750,000)	2019	2021
Station 95	5,600,000	1,000,000	6,600,000	5,500,000		(1,100,000)	2021	2022
Station 97	5,500,000	-	5,500,000		4,500,000	(1,000,000)	2019	2021
Station 99	5,500,000	1,000,000	6,500,000	1,100,000	250,000	(5,150,000)	2019	2021
	<u>21,600,000</u>	<u>2,000,000</u>	<u>23,600,000</u>	<u>10,850,000</u>	<u>4,750,000</u>	<u>(8,000,000)</u>		
General Fund Advance (interfund loan)						5,000,000		
Equipment Fund Advance (interfund loan)						2,000,000		
Local Contribution (Rural and City)						<u>1,000,000</u>		
Funding Plan						-		

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: INTERFUND LOAN POLICY

DATE ISSUED: October 2, 2018

SECTION: I

SECTION 1: PURPOSE

The purpose of this policy is to establish guidelines and administrative procedures to be followed regarding borrowing between funds (interfund loans) of the City of Tracy (City).

SECTION 2: POLICY

The City's Interfund Loan Policy documents the methods and requirements used by the City to demonstrate prudent financial management over interfund loans. The Policy requires either City Council or City Manager approval of interfund loans, except for short-term loans required for fiscal year-end Generally Accepted Accounting Principle (GAAP) presentation of the City's financial statements. Loans approved by the City Manager will be reported to the City Council after each year's annual audit.

A. Types of Interfund Loans

1. **Interfund Transfers – (CITY COUNCIL APPROVAL REQUIRED)** are a permanent transfer of cash from one City Fund to another City Fund. An example of an interfund transfer is a transfer of cash from the City's General Fund to the City's Fleet Replacement Fund. Interfund transfers always require City Council approval regardless of amount and are typically approved through the annual budget adoption or by resolution.
2. **Due To/From (CITY MANAGER APPROVAL REQUIRED)** are the most common interfund loans and involve temporary loans on the City's Financial Statements. These interfund loans are used for Funds that have a negative cash balance due to a delay in receiving revenue. For example, the City's Gas Tax does not receive all sales tax revenue until two months after the end of the fiscal year. If this delay causes a negative cash position in the General Fund, GAAP requires a temporary influx of cash to eliminate the Gas Tax Fund's negative cash position. The City Manager shall authorize these temporary loans and the Finance Director shall provide the City Council a summary of these temporary loans after completion of the City's audited financial statements. This is a non-appropriation item as the City's Budget is not impacted. All Due To/From balances must be scheduled for repayment in the next fiscal year (within 12 months).
3. **Advance To/From (CITY MANAGER APPROVAL REQUIRED)** are interfund loans used when a cash loan is required for more than one year (12 months), but less than two years (24 months). These interfund loans are required for funds that have a

negative cash position and which current revenue is not expected to be sufficient to remove the negative cash position. The City Manager shall authorize these temporary loans and the Finance Director shall provide the City Council a summary of these temporary loans after completion of the City's audited financial statements. This report to City Council will provide history of each advance and an estimated date for repayment. This is a non-appropriation item as the City's Budget is not impacted. Funds advancing cash to other City Funds will be credited with a rate of interest equal to the rate of return experienced by the City's Treasury Pool. Conversely, Funds receiving cash from other City Funds will pay interest at a rate equal to the rate of return experienced by the City's Treasury Pool.

The following lending fund eligibility requirements are applicable to Due To/From and Advance To/From interfund loan Types (2 and 3 above). All interfund loans requiring an eligible lending fund not listed below must be approved by City Council:

<u>Eligible Lending Fund</u>	<u>Eligible Borrowing Fund</u>	<u>Interfund Loans Allowed</u>
General Fund	All Funds	Due To/From and Advance To/From
Internal Services Funds	All Funds (requires nexus to use)	Due To/From and Advance To/From
General Fund-Capital Improvements Fund	Capital Projects Funds	Due To/From
Development Impact Fee Funds	Development Impact Fee Funds (requires similar intended purpose)	Due To/From and Advance To/From
Utilities	Development Impact Fee Funds (requires similar intended purpose)	Due To/From and Advance To/From

4. Interfund Loans Payable/Receivable (CITY COUNCIL APPROVAL REQUIRED)

may be required in situations where the City has the ability to internally finance a project that will be paid back over multiple years. For example, the City may decide to internally finance a capital project that has a repayment plan over multiple years. Terms of an interfund loan payable/receivable (e.g., interest rate, term of the loan, identification of lending Fund) would be approved by City Council via Resolution.

In determining the best candidate to fund the Interfund Loans, Finance staff should analyze - and the City Council should consider - the following:

- a. the remaining source fund balance after the loan;
- b. the reliability or volatility of the source fund's revenue stream;
- c. plans for the use of the monies in the source fund over the term of the loan;
- d. any risks if the loaned funds are needed before the end of the loan term;
- e. any legal or contractual restrictions on the use of monies in the source fund; and
- f. existing and/or recurring financial obligations of the source fund over the term of the loan.

With specific regard to the Utilities (Water, Wastewater), Finance notes the Mitigation Fee Act places significant restrictions on the use of fees paid for water/wastewater connection. Any interfund loans funded from such fees must indicate the public improvement on which the moneys will be expended, the date on which the loan will be repaid, and the rate of the interest the fund will receive on the loan. (Gov't Code § 66013.)

Additionally, the Mitigation Fee Act and Proposition 218 both prohibit the charging of fees in amounts that exceed the cost of providing the fee-related service. To the extent such fee revenues are being considered as a funding source for the interfund loan, the City may be vulnerable to challenges under the Mitigation Fee Act and Proposition 218. The fact that there are sufficient "unencumbered" fee revenues to fund a substantial long-term loan, with not detriment to the projects or purposes for which these fees are charged, suggests the City's fees are excessive. Assuming an appropriate source fund is located, anticipated General Fund revenues should be scrutinized to determine the feasibility of repayment, and a specific revenue stream should be identified as the source of repayment.

Finally, the interfund loan should include – at the very least – the following terms:

- a. an interest rate that is at least equal to the investment earning the source fund would have earned absent the loan;
- b. a specific amortization schedule cumulating in a balloon payment (if necessary); the specific revenue stream pledged towards the repayment; and
- c. any balance must be due and payable if needed by the source fund.

SECTION 3: PROHIBITED USES

Interfund loans will not be used to solve ongoing structural budget issues nor will they hinder the accomplishment of any function or project for which the lending Fund was established.

SECTION 4: PRIORITIZATION OF REPAYMENT

If the City Council approves the interfund loan, the following findings should be made (assuming information provided by staff supports them): full repayment of the interfund loan over the 20 year term is likely; repayment is the top priority of the receiving fund; internal controls have been implemented to monitor the repayment; the City Council has considered other matters bearing on the appropriateness of the interfund loan. In some instances where the source of the interfund loan is from more than one resource, the loan must specify the prioritization of the repayment from the receiving funds to the source fund. In all cases, the City's resources should be prioritized over all other repayments. Consideration of order should be given to the most restrictive sources to least restrictive sources. For example, Utilities are considered a highly restrictive source and should be repaid over General Fund, which is the least restrictive. In the event that the receiving fund has accumulated available resources in advance of the repayment terms, staff should accelerate the repayment so as to repay the loan obligations before new operating or capital demands are considered.

Fire Station Funding
Interfund Loan from Equipment Replacement Fund to TIMP Public Safety (Fire)

Annual Interest Rate 1.50%
Years 20
Payments Per Year 1
Amount \$ 2,000,000.00

Payment Number	Payment	Principal	Interest	Balance
1	(\$30,000.00)	\$0.00	(\$30,000.00)	\$ 2,000,000.00
2	(\$28,702.63)	\$0.00	(\$28,702.63)	\$ 2,000,000.00
3	(\$27,385.80)	\$0.00	(\$27,385.80)	\$ 2,000,000.00
4	(\$426,049.21)	(\$400,000.00)	(\$26,049.21)	\$ 1,600,000.00
5	(\$24,692.58)	\$0.00	(\$24,692.58)	\$ 1,600,000.00
6	(\$23,315.59)	\$0.00	(\$23,315.59)	\$ 1,600,000.00
7	(\$21,917.95)	\$0.00	(\$21,917.95)	\$ 1,600,000.00
8	(\$420,499.35)	(\$400,000.00)	(\$20,499.35)	\$ 1,200,000.00
9	(\$19,059.47)	\$0.00	(\$19,059.47)	\$ 1,200,000.00
10	(\$17,597.99)	\$0.00	(\$17,597.99)	\$ 1,200,000.00
11	(\$16,114.59)	\$0.00	(\$16,114.59)	\$ 1,200,000.00
12	(\$414,608.93)	(\$400,000.00)	(\$14,608.93)	\$ 800,000.00
13	(\$13,080.70)	\$0.00	(\$13,080.70)	\$ 800,000.00
14	(\$11,529.53)	\$0.00	(\$11,529.53)	\$ 800,000.00
15	(\$9,955.11)	\$0.00	(\$9,955.11)	\$ 800,000.00
16	(\$408,357.06)	(\$400,000.00)	(\$8,357.06)	\$ 400,000.00
17	(\$6,735.04)	\$0.00	(\$6,735.04)	\$ 400,000.00
18	(\$5,088.70)	\$0.00	(\$5,088.70)	\$ 400,000.00
19	(\$3,417.66)	\$0.00	(\$3,417.66)	\$ 400,000.00
20	(\$401,721.55)	(\$400,000.00)	(\$1,721.55)	\$ -

Note: The above repayment schedule uses the following terms:

- a. Loan is only for the purchase of apparatus and equipment for Station 95 and Station 99; not to exceed \$2,000,000
- b. Interest rate is 1.5% as of 6/30/18 and are assumed for full term.
- c. The period term is 20 years and payments will be interest only with principal payments each 4th fiscal year until repaid in full. It is understood that repayments will be made using transfers identified in the amortization schedule.
- d. Repayment amount in any year may be changed by approval of the City Council or may be accelerated per the Interfund Loan Policy based upon developer fees collected in the Master Plan-Public Safety (FIRE) Fund.
- e. The Internal Service-Equipment Replacement takes first position and shall hold this position on funds collected over all other expenses until fully repaid.
- f. The Master Plan-Public Safety (FIRE) will be updated to reflect the actual costs and interest payments until loan is fully repaid.

Fire Station Funding
Interfund Loan from General Fund to TIMP Public Safety (Fire)

Annual Interest Rate 1.50%
 Years 20
 Payments Per Year 1
 Amount \$ 5,000,000.00

Payment Number	Payment	Principal	Interest	Balance
1	(\$75,000.00)	0	(\$75,000.00)	\$ 5,000,000.00
2	(\$71,756.57)	0	(\$71,756.57)	\$ 5,000,000.00
3	(\$68,464.49)	0	(\$68,464.49)	\$ 5,000,000.00
4	(\$1,065,123.03)	(\$1,000,000.00)	(\$65,123.03)	\$ 4,000,000.00
5	(\$61,731.44)	0	(\$61,731.44)	\$ 4,000,000.00
6	(\$58,288.98)	0	(\$58,288.98)	\$ 4,000,000.00
7	(\$54,794.89)	0	(\$54,794.89)	\$ 4,000,000.00
8	(\$1,051,248.38)	(\$1,000,000.00)	(\$51,248.38)	\$ 3,000,000.00
9	(\$47,648.68)	0	(\$47,648.68)	\$ 3,000,000.00
10	(\$43,994.97)	0	(\$43,994.97)	\$ 3,000,000.00
11	(\$40,286.47)	0	(\$40,286.47)	\$ 3,000,000.00
12	(\$1,036,522.34)	(\$1,000,000.00)	(\$36,522.34)	\$ 2,000,000.00
13	(\$32,701.74)	0	(\$32,701.74)	\$ 2,000,000.00
14	(\$28,823.84)	0	(\$28,823.84)	\$ 2,000,000.00
15	(\$24,887.76)	0	(\$24,887.76)	\$ 2,000,000.00
16	(\$1,020,892.65)	(\$1,000,000.00)	(\$20,892.65)	\$ 1,000,000.00
17	(\$16,837.61)	0	(\$16,837.61)	\$ 1,000,000.00
18	(\$12,721.74)	0	(\$12,721.74)	\$ 1,000,000.00
19	(\$8,544.14)	0	(\$8,544.14)	\$ 1,000,000.00
20	(\$1,004,303.87)	(\$1,000,000.00)	(\$4,303.87)	\$ -

Note: The above repayment schedule uses the following terms:

- a. Loan is for the construction Station 99; not to exceed \$5,000,000; Station 95, 94, and 97 may use any unused portion of the not to exceed \$5,000,000 original loan, if needed, without further City Council approval.
- b. Interest rate is 1.5% as of 6/30/18 and are assumed for full term.
- c. The period term is 20 years and payments will be interest only with principal payments each 4th fiscal year until repaid in full. It is understood that repayments will be made using transfers identified in the amortization schedule.
- d. Repayment amount in any year may be changed by approval of the City Council or may be accelerated per the Interfund Loan Policy based upon developer fees collected in the Master Plan-Public Safety (FIRE) Fund.
- e. The General Fund takes second position and shall hold this position on funds collected over all other expenses until fully repaid.
- f. The Master Plan-Public Safety (FIRE) will be updated to reflect the actual costs and interest payment until loan is fully repaid.
- g. The repayment of the \$5,000,000 to the General Fund will be earmarked for City community park improvements, including Tracy Hills two community parks.

RESOLUTION _____

APPROVING FINANCING PLAN FOR THE CONSTRUCTION OF FIRE STATIONS 94, 95, 97, AND 99; AND THE PURCHASE OF APPARATUS AND EQUIPMENT FOR STATION 95 AND 99

WHEREAS, The City of Tracy adopted the Standards of Cover Study (“SOC Study”) completed by Citygate Associates, LLC (2017), which recommended modifying the placement of fire stations throughout the City and Rural District’s boundaries in order to meet response time standards in light of growth and development patterns, and

WHEREAS, The City’s General Plan includes objectives to ensure that adequate related facilities to meet future growth are provided and funded, and

WHEREAS, The population density and Standard’s of Cover Study often require the acceleration of fire station construction in advance of all fees needed to cover the full cost of the construction and equipment, and

WHEREAS, The City and Rural District desire to construct four fire stations, Stations 94, 95, 97, and 99;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the financing plan for design and construction of Station 94, Station 95, Station 97, and Station 99 found in Attachment A; and

BE IT FURTHER RESOLVED, That the City Council of the City of Tracy authorizes the financing plan for the purchase of apparatus and equipment for Station 95 and Station 99 found in Attachment A.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 16th day of October, 2018, by the following vote:

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

Mayor

ATTEST

City Clerk

FINANCING PLAN FOR FIRE STATIONS
CITY COUNCIL MEETING 10/02/2018

Station	Estimated Cost of Station	Estimated Cost of Equipment	Total Cost	Developer Advances	Other Fees Collected	Future Developer Fees	<i>Start</i>	<i>Complete</i>
Station 94	5,000,000	-	5,000,000	4,250,000	-	(750,000)	2019	2021
Station 95	5,600,000	1,000,000	6,600,000	5,500,000		(1,100,000)	2021	2022
Station 97	5,500,000	-	5,500,000		4,500,000	(1,000,000)	2019	2021
Station 99	5,500,000	1,000,000	6,500,000	1,100,000	250,000	(5,150,000)	2019	2021
	<u>21,600,000</u>	<u>2,000,000</u>	<u>23,600,000</u>	<u>10,850,000</u>	<u>4,750,000</u>	<u>(8,000,000)</u>		
General Fund Advance (interfund loan)						5,000,000		
Equipment Fund Advance (interfund loan)						2,000,000		
Local Contribution (Rural and City)						<u>1,000,000</u>		
Funding Plan						-		

RESOLUTION _____

APPROVING POLICY FOR INTERFUND LOANS

WHEREAS, The City of Tracy desires to have policy to establish guidelines and administrative procedures to be followed regarding borrowing between funds (interfund loans), and

WHEREAS, The City's Interfund Loan Policy documents the methods and requirements used by the City to demonstrate prudent financial management over interfund loans, and

WHEREAS, The policy defines Interfund transfers as a permanent transfer of cash from one City Fund to another City Fund approved by the City Council, and

WHEREAS, The policy defines Due To/Due From loans as a temporary, less than 12 months, transfers of cash from one City Fund to another City Fund, which may be approved by the City Manager, and

WHEREAS, The policy defines Advance To/Advance From loans as a temporary, more than 12 months and less than 24 months, transfers of cash from one City Fund to another City Fund, which may be approved by the City Manager, and

WHEREAS, The policy defines Interfund Loan as a long-term loan, more than 24 months and less than 20 years, transfers of cash from one City Fund to another City Fund, which may be approved by the City Council;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby adopts the Interfund Loan Policy (Attachment A) which requires either City Council or City Manger approval of Interfund Loans, except for short-term loans required for fiscal year-end Generally Accepted Accounting Principle (GAAP) presentation of the City's financial statements.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 16th day of October, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST

City Clerk

CITY OF TRACY
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: INTERFUND LOAN POLICY

DATE ISSUED: October 2, 2018

SECTION: I

SECTION 1: PURPOSE

The purpose of this policy is to establish guidelines and administrative procedures to be followed regarding borrowing between funds (interfund loans) of the City of Tracy (City).

SECTION 2: POLICY

The City's Interfund Loan Policy documents the methods and requirements used by the City to demonstrate prudent financial management over interfund loans. The Policy requires either City Council or City Manager approval of interfund loans, except for short-term loans required for fiscal year-end Generally Accepted Accounting Principle (GAAP) presentation of the City's financial statements. Loans approved by the City Manager will be reported to the City Council after each year's annual audit.

A. Types of Interfund Loans

1. **Interfund Transfers – (CITY COUNCIL APPROVAL REQUIRED)** are a permanent transfer of cash from one City Fund to another City Fund. An example of an interfund transfer is a transfer of cash from the City's General Fund to the City's Fleet Replacement Fund. Interfund transfers always require City Council approval regardless of amount and are typically approved through the annual budget adoption or by resolution.
2. **Due To/From (CITY MANAGER APPROVAL REQUIRED)** are the most common interfund loans and involve temporary loans on the City's Financial Statements. These interfund loans are used for Funds that have a negative cash balance due to a delay in receiving revenue. For example, the City's Gas Tax does not receive all sales tax revenue until two months after the end of the fiscal year. If this delay causes a negative cash position in the General Fund, GAAP requires a temporary influx of cash to eliminate the Gas Tax Fund's negative cash position. The City Manager shall authorize these temporary loans and the Finance Director shall provide the City Council a summary of these temporary loans after completion of the City's audited financial statements. This is a non-appropriation item as the City's Budget is not impacted. All Due To/From balances must be scheduled for repayment in the next fiscal year (within 12 months).
3. **Advance To/From (CITY MANAGER APPROVAL REQUIRED)** are interfund loans used when a cash loan is required for more than one year (12 months), but less than two years (24 months). These interfund loans are required for funds that have a

negative cash position and which current revenue is not expected to be sufficient to remove the negative cash position. The City Manager shall authorize these temporary loans and the Finance Director shall provide the City Council a summary of these temporary loans after completion of the City's audited financial statements. This report to City Council will provide history of each advance and an estimated date for repayment. This is a non-appropriation item as the City's Budget is not impacted. Funds advancing cash to other City Funds will be credited with a rate of interest equal to the rate of return experienced by the City's Treasury Pool. Conversely, Funds receiving cash from other City Funds will pay interest at a rate equal to the rate of return experienced by the City's Treasury Pool.

The following lending fund eligibility requirements are applicable to Due To/From and Advance To/From interfund loan Types (2 and 3 above). All interfund loans requiring an eligible lending fund not listed below must be approved by City Council:

<u>Eligible Lending Fund</u>	<u>Eligible Borrowing Fund</u>	<u>Interfund Loans Allowed</u>
General Fund	All Funds	Due To/From and Advance To/From
Internal Services Funds	All Funds (requires nexus to use)	Due To/From and Advance To/From
General Fund-Capital Improvements Fund	Capital Projects Funds	Due To/From
Development Impact Fee Funds	Development Impact Fee Funds (requires similar intended purpose)	Due To/From and Advance To/From
Utilities	Development Impact Fee Funds (requires similar intended purpose)	Due To/From and Advance To/From

4. Interfund Loans Payable/Receivable (CITY COUNCIL APPROVAL REQUIRED)

may be required in situations where the City has the ability to internally finance a project that will be paid back over multiple years. For example, the City may decide to internally finance a capital project that has a repayment plan over multiple years. Terms of an interfund loan payable/receivable (e.g., interest rate, term of the loan, identification of lending Fund) would be approved by City Council via Resolution.

In determining the best candidate to fund the Interfund Loans, Finance staff should analyze - and the City Council should consider - the following:

- a. the remaining source fund balance after the loan;
- b. the reliability or volatility of the source fund's revenue stream;
- c. plans for the use of the monies in the source fund over the term of the loan;
- d. any risks if the loaned funds are needed before the end of the loan term;
- e. any legal or contractual restrictions on the use of monies in the source fund; and
- f. existing and/or recurring financial obligations of the source fund over the term of the loan.

With specific regard to the Utilities (Water, Wastewater), Finance notes the Mitigation Fee Act places significant restrictions on the use of fees paid for water/wastewater connection. Any interfund loans funded from such fees must indicate the public improvement on which the moneys will be expended, the date on which the loan will be repaid, and the rate of the interest the fund will receive on the loan. (Gov't Code § 66013.)

Additionally, the Mitigation Fee Act and Proposition 218 both prohibit the charging of fees in amounts that exceed the cost of providing the fee-related service. To the extent such fee revenues are being considered as a funding source for the interfund loan, the City may be vulnerable to challenges under the Mitigation Fee Act and Proposition 218. The fact that there are sufficient "unencumbered" fee revenues to fund a substantial long-term loan, with not detriment to the projects or purposes for which these fees are charged, suggests the City's fees are excessive. Assuming an appropriate source fund is located, anticipated General Fund revenues should be scrutinized to determine the feasibility of repayment, and a specific revenue stream should be identified as the source of repayment.

Finally, the interfund loan should include – at the very least – the following terms:

- a. an interest rate that is at least equal to the investment earning the source fund would have earned absent the loan;
- b. a specific amortization schedule cumulating in a balloon payment (if necessary); the specific revenue stream pledged towards the repayment; and
- c. any balance must be due and payable if needed by the source fund.

SECTION 3: PROHIBITED USES

Interfund loans will not be used to solve ongoing structural budget issues nor will they hinder the accomplishment of any function or project for which the lending Fund was established.

SECTION 4: PRIORITIZATION OF REPAYMENT

If the City Council approves the interfund loan, the following findings should be made (assuming information provided by staff supports them): full repayment of the interfund loan over the 20 year term is likely; repayment is the top priority of the receiving fund; internal controls have been implemented to monitor the repayment; the City Council has considered other matters bearing on the appropriateness of the interfund loan. In some instances where the source of the interfund loan is from more than one resource, the loan must specify the prioritization of the repayment from the receiving funds to the source fund. In all cases, the City's resources should be prioritized over all other repayments. Consideration of order should be given to the most restrictive sources to least restrictive sources. For example, Utilities are considered a highly restrictive source and should be repaid over General Fund, which is the least restrictive. In the event that the receiving fund has accumulated available resources in advance of the repayment terms, staff should accelerate the repayment so as to repay the loan obligations before new operating or capital demands are considered.

RESOLUTION _____

APPROVING INTERFUND LOANS FROM THE GENERAL FUND AND INTERNAL SERVICES-EQUIPMENT REPLACEMENT FUND TO THE TRACY MASTER PLAN-PUBLIC SAFETY (FIRE) AND APPROVE THE TERMS AND AMORTIZATION SCHEDULE TO REPAY THE INTERFUND LOANS

WHEREAS, The City of Tracy has a policy that establishes guidelines and administrative procedures to be followed regarding borrowing between funds (interfund loans), and

WHEREAS, The City of Tracy has approved a financing plan for the construction of four fire stations over the next four years, and

WHEREAS, The City of Tracy has approved a financing plan for the purchase of fire equipment for two new fire stations over the next four years, and

WHEREAS, The City of Tracy has adopted Master Plan-Public Safety (FIRE) fees to provide funding for the new fire stations and their equipment, and

WHEREAS, The City's Master Plan-Public Safety (FIRE) fees are projected over a long, time horizon and are expected not to be fully realized for more than 10 years, and

WHEREAS, The City's General Fund has a one-time revenue source resulting from a Public Benefit Fee paid by Tracy Hills that may be used to advance funds to the Master Plan-Public Safety (FIRE) fees for the construction of Station 99, and

WHEREAS, The Public Benefit Fee was financed by the City's \$32,625,000 Improvement Area No. 1 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills) Special Tax Bonds, Series 2018 (the "2018 Tracy Hills CFD Bonds");

WHEREAS, The Tracy Hills developer desires that the funds are repaid to the General Fund and earmarked for future community parks improvements, including the two community parks within Tracy Hills; and

WHEREAS, The City's Internal Services-Equipment Replacement fund has sufficient reserves to advance funds to the Master Plan-Public Safety (FIRE) for the purchase of fire equipment in Station 95 and Station 99 (Attachment A);

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the City Council of the City of Tracy hereby approves the Interfund Loans from the Internal Services-Equipment Replacement Fund (reserves) and the General Fund (Public Benefit Fee) to the Master Plan-Public Safety (FIRE) Fund as described below.
 - A. Loan from Internal Services-Equipment Replacement Fund to Master Plan-Public Safety (FIRE)
 1. Loan is only for the purchase of apparatus and equipment for Station 95 and Station 99; not to exceed \$2,000,000
 - a. Interest rate is 1.5% as of 6/30/18 and are assumed for full term.

- b. The period term is 20 years and payments will be interest only with principal payments each 4th fiscal year until repaid in full. Interest and principal payments are recorded June 30th of each fiscal year. It is understood that repayments will be made using transfers identified in the amortization schedule.
- c. Repayment amount in any year may be changed by approval of the City Council or may be accelerated per the Interfund Loan Policy based upon developer fees collected in the Master Plan-Public Safety (FIRE) Fund.
- d. The Internal Service-Equipment Replacement takes first position and shall hold this position on funds collected over all other expenses until fully repaid.
- e. The Master Plan-Public Safety (FIRE) will be updated to reflect the actual costs and interest payments until loan is fully repaid.

B. That the City Council of the City of Tracy hereby approves an Interfund Loan from Internal Services-Equipment Replacement Fund to Master Plan-Public Safety (FIRE)

- 2. Loan is for the construction Station 99; not to exceed \$5,000,000; Station 95, 94, and 97 may use any unused portion of the not to exceed \$5,000,000 original loan, if needed, without further City Council approval.
 - a. Interest rate is 1.5% as of 6/30/18 and are assumed for full term.
 - b. The period term is 20 years and payments will be interest only with principal payments each 4th fiscal year until repaid in full. Interest and principal payments are recorded June 30th of each fiscal year. It is understood that repayments will be made using transfers identified in the amortization schedule.
 - c. Repayment amount in any year may be changed by approval of the City Council or may be accelerated per the Interfund Loan Policy based upon developer fees collected in the Master Plan-Public Safety (FIRE) Fund.
 - d. The General Fund takes second position and shall hold this position on funds collected over all other expenses until fully repaid.
 - e. The Master Plan-Public Safety (FIRE) will be updated to reflect the actual costs and interest payments until loan is fully repaid.
 - f. The repayment of the \$5,000,000 to the General Fund will be earmarked for City community park improvements, including Tracy Hills two community parks.

- 2. This Interfund Loan results in an expenditure of the General Fund-Public Benefit Fee and proceeds of the 2018 Tracy Hills CFD Bonds on design and construction of Fire Station 99 and/or Station 95, 94, and 97, if needed, with an estimated useful life of five years or longer.

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 16th day of October, 2018, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST

City Clerk

Fire Station Funding
Interfund Loan from Equipment Replacement Fund to TIMP Public Safety (Fire)

Annual Interest Rate	1.50%
Years	20
Payments Per Year	1
Amount	\$ 2,000,000.00

Payment Number	Payment	Principal	Interest	Balance
1	(\$30,000.00)	\$0.00	(\$30,000.00)	\$ 2,000,000.00
2	(\$28,702.63)	\$0.00	(\$28,702.63)	\$ 2,000,000.00
3	(\$27,385.80)	\$0.00	(\$27,385.80)	\$ 2,000,000.00
4	(\$426,049.21)	(\$400,000.00)	(\$26,049.21)	\$ 1,600,000.00
5	(\$24,692.58)	\$0.00	(\$24,692.58)	\$ 1,600,000.00
6	(\$23,315.59)	\$0.00	(\$23,315.59)	\$ 1,600,000.00
7	(\$21,917.95)	\$0.00	(\$21,917.95)	\$ 1,600,000.00
8	(\$420,499.35)	(\$400,000.00)	(\$20,499.35)	\$ 1,200,000.00
9	(\$19,059.47)	\$0.00	(\$19,059.47)	\$ 1,200,000.00
10	(\$17,597.99)	\$0.00	(\$17,597.99)	\$ 1,200,000.00
11	(\$16,114.59)	\$0.00	(\$16,114.59)	\$ 1,200,000.00
12	(\$414,608.93)	(\$400,000.00)	(\$14,608.93)	\$ 800,000.00
13	(\$13,080.70)	\$0.00	(\$13,080.70)	\$ 800,000.00
14	(\$11,529.53)	\$0.00	(\$11,529.53)	\$ 800,000.00
15	(\$9,955.11)	\$0.00	(\$9,955.11)	\$ 800,000.00
16	(\$408,357.06)	(\$400,000.00)	(\$8,357.06)	\$ 400,000.00
17	(\$6,735.04)	\$0.00	(\$6,735.04)	\$ 400,000.00
18	(\$5,088.70)	\$0.00	(\$5,088.70)	\$ 400,000.00
19	(\$3,417.66)	\$0.00	(\$3,417.66)	\$ 400,000.00
20	(\$401,721.55)	(\$400,000.00)	(\$1,721.55)	\$ -

Note: The above repayment schedule uses the following terms:

- a. Loan is only for the purchase of apparatus and equipment for Station 95 and Station 99; not to exceed \$2,000,000
- b. Interest rate is 1.5% as of 6/30/18 and are assumed for full term.
- c. The period term is 20 years and payments will be interest only with principal payments each 4th fiscal year until repaid in full. It is understood that repayments will be made using transfers identified in the amortization schedule.
- d. Repayment amount in any year may be changed by approval of the City Council or may be accelerated per the Interfund Loan Policy based upon developer fees collected in the Master Plan-Public Safety (FIRE) Fund.
- e. The Internal Service-Equipment Replacement takes first position and shall hold this position on funds collected over all other expenses until fully repaid.
- f. The Master Plan-Public Safety (FIRE) will be updated to reflect the actual costs and interest payments until loan is fully repaid.

Fire Station Funding
Interfund Loan from General Fund to TIMP Public Safety (Fire)

Annual Interest Rate 1.50%
 Years 20
 Payments Per Year 1
 Amount \$ 5,000,000.00

Payment Number	Payment	Principal	Interest	Balance
1	(\$75,000.00)	0	(\$75,000.00)	\$ 5,000,000.00
2	(\$71,756.57)	0	(\$71,756.57)	\$ 5,000,000.00
3	(\$68,464.49)	0	(\$68,464.49)	\$ 5,000,000.00
4	(\$1,065,123.03)	(\$1,000,000.00)	(\$65,123.03)	\$ 4,000,000.00
5	(\$61,731.44)	0	(\$61,731.44)	\$ 4,000,000.00
6	(\$58,288.98)	0	(\$58,288.98)	\$ 4,000,000.00
7	(\$54,794.89)	0	(\$54,794.89)	\$ 4,000,000.00
8	(\$1,051,248.38)	(\$1,000,000.00)	(\$51,248.38)	\$ 3,000,000.00
9	(\$47,648.68)	0	(\$47,648.68)	\$ 3,000,000.00
10	(\$43,994.97)	0	(\$43,994.97)	\$ 3,000,000.00
11	(\$40,286.47)	0	(\$40,286.47)	\$ 3,000,000.00
12	(\$1,036,522.34)	(\$1,000,000.00)	(\$36,522.34)	\$ 2,000,000.00
13	(\$32,701.74)	0	(\$32,701.74)	\$ 2,000,000.00
14	(\$28,823.84)	0	(\$28,823.84)	\$ 2,000,000.00
15	(\$24,887.76)	0	(\$24,887.76)	\$ 2,000,000.00
16	(\$1,020,892.65)	(\$1,000,000.00)	(\$20,892.65)	\$ 1,000,000.00
17	(\$16,837.61)	0	(\$16,837.61)	\$ 1,000,000.00
18	(\$12,721.74)	0	(\$12,721.74)	\$ 1,000,000.00
19	(\$8,544.14)	0	(\$8,544.14)	\$ 1,000,000.00
20	(\$1,004,303.87)	(\$1,000,000.00)	(\$4,303.87)	\$ -

Note: The above repayment schedule uses the following terms:

- a. Loan is for the construction Station 99; not to exceed \$5,000,000; Station 95, 94, and 97 may use any unused portion of the not to exceed \$5,000,000 original loan, if needed, without further City Council approval.
- b. Interest rate is 1.5% as of 6/30/18 and are assumed for full term.
- c. The period term is 20 years and payments will be interest only with principal payments each 4th fiscal year until repaid in full. It is understood that repayments will be made using transfers identified in the amortization schedule.
- d. Repayment amount in any year may be changed by approval of the City Council or may be accelerated per the Interfund Loan Policy based upon developer fees collected in the Master Plan-Public Safety (FIRE) Fund.
- e. The General Fund takes second position and shall hold this position on funds collected over all other expenses until fully repaid.
- f. The Master Plan-Public Safety (FIRE) will be updated to reflect the actual costs and interest payment until loan is fully repaid.
- g. The repayment of the \$5,000,000 to the General Fund will be earmarked for City community park improvements, including Tracy Hills two community parks.

AGENDA ITEM 11.A

REQUEST

PROVIDE DIRECTION TO STAFF ON WHETHER TO CANCEL THE CITY COUNCIL MEETING SCHEDULED FOR TUESDAY, JANUARY 1, 2019

EXECUTIVE SUMMARY

The regularly scheduled Council meeting for the first Tuesday in January falls on January 1, 2019, a recognized state and City holiday; therefore, staff is requesting Council direction on whether to cancel the meeting.

DISCUSSION

Section 2.04.020 of the Tracy Municipal Code provides that regular meetings of the City Council shall be at 7:00 p.m. on the first and third Tuesday of each month. The City Council meeting for Tuesday, January 1, 2019, falls on a recognized state and City holiday during which City Hall will be closed. In light of this, staff is requesting Council direction on whether to cancel the meeting scheduled for January 1, 2019

Currently there are no agenda items scheduled for the January 1, 2019 meeting. If Council decides to cancel the January 1, 2019 meeting, and action is required on an item prior to the next regularly scheduled Council meeting on January 15, 2019, a special Council meeting could be scheduled.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact associated with this discussion item.

RECOMMENDATION

Staff recommends that Council provide direction on whether to cancel the Council meeting scheduled for January 1, 2019.

Prepared by: Adrienne Richardson, City Clerk
Reviewed by: Midori Lichtwardt, Assistant City Manager
Approved by: Randall Bradley, City Manager